

AGENDA

City Council Regular Meeting

September 2, 2008

6:30 pm – 9:30 pm

Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Public Comment

Note: *This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.*

Approval of Agenda

Presentations/Proclamations

- Recognition: Student Art Work
- Quarterly Reports
 - ✓ Administrative Services
 - ✓ Community Development

Consent Agenda

- Payroll for pay period ending July 31, 2008 for pay date August 5, 2008 in the amount of \$252,713.22.
- Payroll for pay period ending August 15, 2008 for pay date August 20, 2008 in the amount of \$241,165.12
- 1. Approval: Claims for period ending August 5, 2008 for Check No. 21327 through Check No. 21490 in the amount of \$1,823,382.81.
- 2. Approval: Claims for period ending August 19, 2008 for Check No.21491 through Check No.21601 in the amount of \$1,199,192.86.
- 3. Approval: Claims for period ending September 2, 2008 for Check No. 21602 through Check No.21698 in the amount of \$749,706.62.
- 4. Resolution: Ratifying Amendments to the King County Wide Planning Policies
- 5. Resolution: Final Acceptance Sammamish Commons Pergola Remodel
- 6. Contract: Sammamish Commons Architectural Services/Site Workshop
- 7. Contract: Sammamish Commons Topographical and Utility Survey/PACE
- 8. Contract: Sween House Architectural Services/Johnston Architects

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



9. Contract: Evans Creek Preserve Site and Boundary Survey/PACE
10. Amendment: Pine Lake Park Project/Danneko
11. Amendment: Town Center/Makers
12. Amendment: 244th Avenue SE Project/Lochner
13. Approval: Notes for June 10, 2008 Study Session
14. Approval: Notes for June 12, 2008 Financial Retreat
15. Approval: Minutes for July 15 Special Meeting/Study Session
16. Approval: Notes for August 18, 2008 Special Meeting

New Business

17. Interlocal: Land Transfer/City of Redmond

Council Reports

City Manager Report

- 2009 Council Retreat

Executive Session – If necessary

Adjournment

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



AGENDA CALENDAR

Sept 2008			
Tues 09/02	6:30 pm	Regular Council Meeting	Quarterly Report: Administrative Services/Community Development Student Art Work Recognition (consent) Resolution: Adoption King County Wide Planning Polices (consent) Resolution: Acceptance Sammamish Commons Pergola Remodel (consent) Interlocal: Land Transfer/City of Redmond Contract: Lower Sammamish Commons Architectural Services/Site Workshop (consent) Contract Lower Sammamish Commons Site and Boundary Survey/PACE (consent) Contract: Sween House Architectural Services/Johnson Architects (consent) Contract: Evans Creek Preserve Site and Boundary Survey/PACE (consent) Contract: SE 20 th Project Design/CH2M Hill (consent) Amendment: 244 th Street Project/Lochner (consent)
Tues 09/09	6:30 pm	Study Session	Joint Meeting/City of Redmond
Mon 09/15	6:30 pm	Study Session	ARCH/Housing Low Impact Development Evans Creek Preserve Long-Term Strategy "Revised" Preferred Alternative
Tues 09/16	6:30 pm	Regular Council Meeting	Public Hearing/Second Reading: Ordinance LID Ordinance: First Reading/Water & Sewer Franchise Agreement Ordinance: Lake Washington School Dist. Capital Facilities Plan Ordinance: Issaquah School Dist. Capital Facilities Plan Resolution: Acceptance Pine Lake Park Picnic Shelters/Danneko (consent)
October 2008			
Tues 10/07	6:30 pm	Regular Council Meeting	Quarterly Reports: Police/Fire/Finance Ordinance: Second Reading Franchise Agreements Bid Award: Room 214 Remodel Contract: Pine Lake Park Dock Demolition/ (consent)
Tues 10/14	6:30 pm	Study Session	Arts Commission Work Plan Update City Attorney Presentation: Cable TV Franchise 2009/2010 Budget Art Commission Clock Presentation Sammamish Landing: Develop Initial Park Program
Mon 10/20	6:30 pm	Study Session	Code Interpretation Ordinance Historic Preservation Ordinance Code block amendments Minor code amendments
Tues 10/21	6:30 pm	Regular Council Meeting	Quarterly Reports: Parks/Public Works Acceptance: South Pine Lake Route Project PSW/Comcast/Millennium Cable Franchises Resolution
November 2008			
Tues 11/04	6:30 pm	Regular Council Meeting	Public Hearing/First Reading Ordinance: 2009-2010 Budget Public Hearing/First Reading Ordinance: Property Tax Levy Rate Resolution: 2009 Salary Schedule Resolution: 2009 Master Fee Schedule (if necessary)
Tues 11/11	6:30 pm		Veterans Day (City Offices Closed)
Mon 11/17	6:30 pm	Study Session	
Tues 11/18	6:30 pm	Regular Council Meeting	Public Hearing/Second Reading Ordinance: 2009-2010 Budget Public Hearing/Second Reading Ordinance: Property Tax Levy

December 2008			
Tues 12/02	6:30 pm	Regular Council Meeting	
Tues 12/09	6:30 pm	Study Session	Evans Creek Preserve: Draft Long Term Strategy Plan
Mon 12/16	6:30 pm	Study Session	
Tues 12/17	6:30 pm	Regular Council Meeting	
January 2009			
Tues 01/06	6:30 pm	Regular Council Meeting	
Tues 01/13	6:30 pm	Study Session	Samamish Landing: Review of Master Plan Alternatives
Mon 01/19			Martin Luther King Day (City Offices Closed)
Tues 01/20	6:30 pm	Regular Council Meeting	
February 2009			
Tues 02/03	6:30 pm	Regular Council Meeting	
Tues 02/10	6:30 pm	Study Session	
Mon 02/16			President's Day (City Offices Closed)
Tues 02/17	6:30 pm	Regular Council Meeting	
March 2009			
Tues 03/03	6:30 pm	Regular Council Meeting	Public Hearing/First Reading Shoreline Master Plan Update
Tues 03/10	6:30 pm	Study Session	
Mon 03/16	6:30 pm	Study Session	Samamish Landing: Review of Preferred Master Plan
Tues 03/17	6:30 pm	Regular Council Meeting	Public Hearing/Second Reading Shoreline Master Plan Update
April 2009			
Tues 04/07	6:30 pm	Regular Council Meeting	
Tues 04/14	6:30 pm	Study Session	
Mon 04/20	6:30 pm	Study Session	
Tues 04/21	6:30 pm	Regular Council Meeting	
May 2009			
Tues 05/05	6:30 pm	Regular Council Meeting	
Tues 05/12	6:30 pm	Study Session	
Mon 05/18	6:30 pm	Study Session	
Tues 05/19	6:30 pm	Regular Council Meeting	
June 2009			
Tues 06/02	6:30 pm	Regular Council Meeting	
Tues 06/09	6:30 pm	Study Session	
Mon 06/15	6:30 pm	Study Session	
Tues 06/16	6:30 pm	Regular Council Meeting	
July 2009			
Tues 07/07	6:30 pm	Regular Council Meeting	
Tues 07/14	6:30 pm	Study Session	
Mon 07/20	6:30 pm	Study Session	
Tues 07/21	6:30 pm	Regular Council Meeting	
To Be Scheduled		To Be Scheduled	
		Parked Items	

<p>Resolution: Adopting Evans Creek Preserve Master Plan Approval: Non-Motorized Project Priority List Street Lighting Standards Revision Storm Drainage Manual Update</p>	<p>Resolution: Pine Lake Water Quality Plan Contract: Louis Thompson Basin Plan Design (Jan 2007) Contract: NPDES Phase II Permit Gap Analysis Public Hearing Second Read: Ordinance Code Interpretation Amendment</p>	
--	--	--

[Home » Events](#)

Events

[\[Add Event \]](#)<< [August](#)

September 2008

[October >>](#)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 8 a.m. Labor Day City offices closed	2 6:30 p.m. City Council Meeting	3 4 p.m. Sammamish Farmers Market	4 6:30 p.m. Planning Commission Meeting	5	6 9 a.m. Beaver Lake Lodge Volunteer Opportunity
7	8	9 6:30 p.m. Joint Meeting with Redmond City Council	10 4 p.m. Sammamish Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting	11	12	13
14	15 6:30 p.m. City Council Study Session	16 6:30 p.m. City Council Meeting	17 4 p.m. Sammamish Farmers Market 6:30 p.m. Sammamish Landing Public Meeting #1 ~ Hopes, Dreams & Fears	18 6:30 p.m. Planning Commission Meeting	19	20
21	22 7 p.m. Arts Commission Meeting	23	24 4 p.m. Sammamish Farmers Market	25	26	27 9 a.m. Recycling Collection Event 9 a.m. Lower Commons Park Volunteer Opportunity
28	29	30				

[List View](#)

[Home » Events](#)

Events

[[Add Event](#)]

<< [September](#)

October 2008

[November](#) >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2 6:30 p.m. Planning Commission Meeting	3	4 9 a.m. Lower Commons Park Volunteer Opportunity
5	6	7 6:30 p.m. City Council Meeting	8 6:30 p.m. Parks and Recreation Commission Meeting	9	10	11
12	13	14 6:30 p.m. City Council Study Session	15	16 6:30 p.m. Planning Commission Meeting	17	18 9 a.m. Recycling Collection Event
19	20 6:30 p.m. City Council Study Session	21 6:30 p.m. City Council Meeting	22	23	24	25
26	27	28	29	30	31	

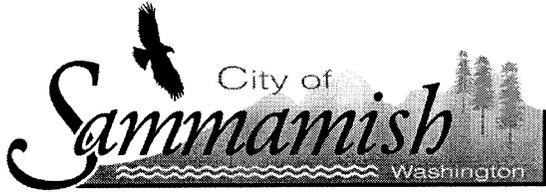
[List View](#)

[To Top](#)

www.ci.sammamish.wa.us - © 2004 - 2008 city of Sammamish, Washington

 [Webmaster](#) • [Disclaimer](#)

Last updated Aug 28 2008



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: August 28, 2008
RE: For Council Meeting September 2, 2008

TOTAL CLAIMS FOR AUGUST 5, 2008 **\$1,823,382.81**
Checks #21327 – 21490

TOTAL CLAIMS FOR AUGUST 19, 2008 **\$1,199,192.86**
Checks #21491 – 21601

TOTAL CLAIMS FOR SEPT 2, 2008 **\$ 749,706.62**
Checks #21602 - 21698

TOTAL \$ 3,772,282.29

Check # 21327 through #21698



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: August 2, 2008
RE: Claims for August 5, 2008

		\$	56,720.25
			1,411,753.94
			351,378.66
			3,529.96
56,720.25	+		
1,411,753.94	+		
351,378.66	+		
3,529.96	+		
1,823,382.81	*		

TOTAL \$ 1,823,382.81

Check # 21327 through # 21490



801 228th Avenue SE, Sammamish, WA 98075-9509
 Phone: 425-295-0500 • Fax: 425-295-0600 • www.ci.sammamish.wa.us

CLAIMS AUTHORIZATION

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and the claim is just, due, and unpaid against the City of Sammamish. Furthermore, I am authorized to authenticate and certify to said claim.

Pete Butkus
 City Manager

Date: 01 AUG 08

John Howard
 Finance Director

Date: 8/1/08

I, the undersigned Council Member approve the claims in the amount of \$1,823,382.81 for the 5th day of August, 2008. Check #'s 21327 through #21490

[Signature]
 Council Member

Date: 8-2-2008

[Signature]
 Council Member

Date: 8/3/08

[Signature]
 Council Member

Date: 8/4/08

[Signature]
 Council Member

Date: 8/4/08

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21333	08/05/2008	AAAFIRE	AAA Fire & Safety Inc	1,046.95	000000
21334	08/05/2008	ABC	ABC Special Event Rentals	2,489.97	000000
21335	08/05/2008	ADOLFSON	ESA Adolfson	23,188.55	000000
21336	08/05/2008	AFRICANA	Jimmy Free	800.00	000000
21337	08/05/2008	ani	ANI Administrators NW Inc	135.00	000000
21338	08/05/2008	ANTIN	Aaron Antin	17.19	000000
21339	08/05/2008	ASC	Action Services Corp	10,601.82	000000
21340	08/05/2008	ATHLETES	Athletes for Kids	8,000.00	000000
21341	08/05/2008	ATTLONG	AT&T	80.79	000000
21342	08/05/2008	ATWORK	At Work!	550.00	000000
21343	08/05/2008	BARAN	Sevda Baran	24.57	000000
21344	08/05/2008	BOGDAN	Advantage Building Services	4,989.50	000000
21345	08/05/2008	CADMAN	Cadman, Inc.	654.22	000000
21346	08/05/2008	CHEN	Steven Chen	255.00	000000
21347	08/05/2008	CHILDCAR	Child Care Resources	1,287.50	000000
21348	08/05/2008	COCHRAN	Cochran Inc	5,786.19	000000
21349	08/05/2008	COMCAST2	Comcast	99.95	000000
21350	08/05/2008	DAY	Day Wireless	2,482.28	000000
21351	08/05/2008	EASTBABY	Eastside Baby Corner	2,125.00	000000
21352	08/05/2008	EASTDOM	Eastside Domestic Violence	3,227.00	000000
21353	08/05/2008	EASTFIRE	Eastside Fire & Rescue	414,040.75	000000
21354	08/05/2008	ELAP	Eastside Legal Assistance Program	500.00	000000
21355	08/05/2008	ELECTRON	Electronic System Corp.	892.98	000000
21356	08/05/2008	ENVIROIS	EnviroIssues	1,391.77	000000
21357	08/05/2008	EUREKA	Eureka Group	166.00	000000
21358	08/05/2008	EVANSJEF	Jeff Evans	600.00	000000
21359	08/05/2008	EVERGR	Evergreen Print Solutions	387.30	000000
21360	08/05/2008	EWINGIRR	Ewing Irrigation	721.63	000000
21361	08/05/2008	FASTENAL	Fastenal Industrial Supplies	35.22	000000
21362	08/05/2008	FRYOUTH	Friends Of Youth	2,500.00	000000
21363	08/05/2008	G&M	G & M Traffic Solutions	537.00	000000
21364	08/05/2008	GENTILE	Robin Gentile	11.11	000000
21365	08/05/2008	GEOTIVIT	Geotivity	400.00	000000
21366	08/05/2008	GFOA	Govt Finance Officers Assoc	48.00	000000
21367	08/05/2008	GRAYOS	Gray & Osborne, Inc.	19,052.30	000000
21368	08/05/2008	HAYES	JR Hayes & Sons	2,431.40	000000
21369	08/05/2008	HEALTHY	North & Eastside Healthy Start	875.00	000000
21370	08/05/2008	HEBERT	Hebert Research, Inc.	4,971.00	000000
21371	08/05/2008	HONDAKU	Issaquah Honda Kubota	11.09	000000
21372	08/05/2008	HOS	Hos Brothers Construction Inc	288,929.59	000000
21373	08/05/2008	IKONNW	Ikon Office Solutions	8,579.18	000000
21374	08/05/2008	INTEGRA	Integra Telecom	3,820.01	000000
21375	08/05/2008	ISSAQ1	Issaquah Press, Inc.	555.00	000000
21376	08/05/2008	ISSCITY	City Of Issaquah	3,139.53	000000
21377	08/05/2008	ISSIGNS	Issaquah Signs	104.91	000000
21378	08/05/2008	JBLAWN	JB Instant Lawn	53.14	000000
21379	08/05/2008	JPMORGAN	JP Morgan Chase	9,756.30	000000
21380	08/05/2008	KBA	KBA Inc	54,876.82	000000
21381	08/05/2008	KENYON2	Kenyon Disend PLLC	15,718.66	000000
21382	08/05/2008	KINGFI	King County Finance A/R	49,576.18	000000
21383	08/05/2008	KINGSH	King County Sheriff's Office	313,903.17	000000
21384	08/05/2008	KINGWAT	King County Finance Water & Land Division	22,911.42	000000
21385	08/05/2008	L&IBOIL	Dept of Labor & Industries	165.60	000000
21386	08/05/2008	LIVESOUN	Live Sound & Recording Co, LLC	975.60	000000
21387	08/05/2008	MASSA	Robert Massa	1,500.00	000000
21388	08/05/2008	MICRO	Microflex, Inc.	156.11	000000

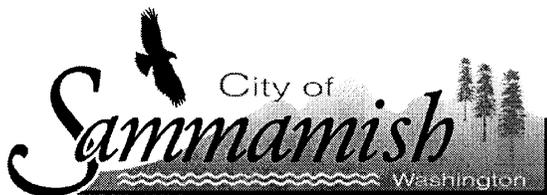
<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Bill #</u>	<u>Voucher</u>
21389	08/05/2008	MINUTE	Minuteman Press	128.55		000000
21390	08/05/2008	MOBILEMA	Mobile Maintenance & Mechanix	257.14		000000
21391	08/05/2008	MUNSOFT	Municipal Software Corp	15,704.00		000000
21392	08/05/2008	NABARR	National Barricade Co., LLC	727.58		000000
21393	08/05/2008	NAMI	NAMI Eastside	1,000.00		000000
21394	08/05/2008	NELSONCO	Walter E. Nelson Company	221.95		000000
21395	08/05/2008	NWLSVC	NW Landscape Service	8,179.36		000000
21396	08/05/2008	NWPUMP	NW Pump & Equipment Co	202.20		000000
21397	08/05/2008	OTAK	Otak	5,649.38		000000
21398	08/05/2008	PACE	Pace Engineers, Inc.	331.25		000000
21399	08/05/2008	PERIN	Lucas Perin	62.50		000000
21400	08/05/2008	PERTEET	Perteet, Inc.	3,408.36		000000
21401	08/05/2008	PHOINIX	Phoenix Equipment LLC	4,140.80		000000
21402	08/05/2008	PIEDMONT	Piedmont Directional Signs	1,750.00		000000
21403	08/05/2008	PROV	Faith In Action	2,500.00		000000
21404	08/05/2008	PSE	Puget Sound Energy	9,395.02		000000
21405	08/05/2008	QWEST	QWEST	78.63		000000
21406	08/05/2008	RAINIER	Rainier Wood Recyclers Inc	38.00		000000
21407	08/05/2008	REDEMERG	Redmond Emergency Services	1,375.00		000000
21408	08/05/2008	RIEHL	Andy Riehl	1,756.24		000000
21409	08/05/2008	ROTARY	Rotary Club Of Issaquah	430.00		000000
21410	08/05/2008	ROTH	Roth Hill Engineering Partners	7,062.39		000000
21411	08/05/2008	SAM	Sammamish Plateau Water Sewer	8,904.53		000000
21412	08/05/2008	SB&MAC	Stewart Beall & MacNichols	3,760.00		000000
21413	08/05/2008	SEATIM	Seattle Times	1,319.08		000000
21414	08/05/2008	SEQUOYAH	Sequoyah Electric, LLC	211.07		000000
21415	08/05/2008	SERVICE	Service Paper Co	233.48		000000
21416	08/05/2008	TATTERSA	Tattersall Design	7,781.89		000000
21417	08/05/2008	TCF	TCF Architecture	17,505.59		000000
21418	08/05/2008	UNITRENT	United Rentals NW, Inc	1,308.43		000000
21419	08/05/2008	VAN NOST	Maren Van Nostrand	4,158.00		000000
21420	08/05/2008	VELVETBL	Roger Wheeler	600.00		000000
21421	08/05/2008	WAARTSAL	Wa State Arts Alliance	50.00		000000
21422	08/05/2008	WAAUDIT	Wa State Auditor's Office	17.18		000000
21423	08/05/2008	WABO1	Wa Assoc of Bldg Officials	50.00		000000
21424	08/05/2008	WACE	W.A.C.E.	250.00		000000
21425	08/05/2008	WAGGONER	Hank Waggoner	450.00		000000
21426	08/05/2008	WALIC	Wa State Dept of Licensing	18.00		000000
21427	08/05/2008	WATERSH	The Watershed Company	775.00		000000
21428	08/05/2008	WED	Western Equipment Distributors	133.14		000000
21429	08/05/2008	WESTFIRE	Westfire Coastal Inc	392.40		000000
21430	08/05/2008	WFOA	Wa Finance Officers Assoc	600.00		000000
21431	08/05/2008	WMCA	Wa Municipal Clerks Assoc	150.00		000000
21432	08/05/2008	YAKIMA	Yakima County Department of Corrections	4,052.55		000000
21433	08/05/2008	YES	Youth Eastside Services	2,500.00		000000

CHECK TOTAL: \$1,411,753.94

<u>check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21434	08/05/2008	APEXPRES	Apex Pressure Washing	3,978.50	000000
21435	08/05/2008	ASLA	American Society Of Landscape Architects	50.00	000000
21436	08/05/2008	BOGDAN	Advantage Building Services	3,621.38	000000
21437	08/05/2008	BRANDT	Laura Brandt	120.00	000000
21438	08/05/2008	BUILDERS	Builders Exchange of WA	79.00	000000
21439	08/05/2008	C&CSONG	C & C Song, Inc.	6,191.20	000000
21440	08/05/2008	CARTRIDG	Cartridge World	259.42	000000
21441	08/05/2008	CASTURF	Cascade Turf	32.10	000000
21442	08/05/2008	CITYWIDE	City Wide Fence Co., Inc.	8,720.00	000000
21443	08/05/2008	COMCAST2	Comcast	99.95	000000
21444	08/05/2008	COURTGAM	Court Games LLC	3,755.05	000000
21445	08/05/2008	DEERE	John Deere Landscapes	66.11	000000
21446	08/05/2008	DEEREGVT	John Deere Govt & National Sales	47,477.75	000000
21447	08/05/2008	ELLISCON	Ellis Construction, Inc	23,808.22	000000
21448	08/05/2008	EVANS	David Evans & Associates, Inc	3,768.16	000000
21449	08/05/2008	EWINGIRR	Ewing Irrigation	4,802.83	000000
21450	08/05/2008	GLACIER	Glacier Northwest Inc	995.25	000000
21451	08/05/2008	GRAYOS	Gray & Osborne, Inc.	27,394.13	000000
21452	08/05/2008	GUARDIAN	Guardian Security	96.00	000000
21453	08/05/2008	HDFOWL	H. D. Fowler Company	1,198.19	000000
21454	08/05/2008	HEBERT	Hebert Research, Inc.	4,971.00	000000
21455	08/05/2008	HELBERT	Bruce Helbert	120.00	000000
21456	08/05/2008	HIGGINS	C. Andrew Higgins	148.59	000000
21457	08/05/2008	IKONNW	Ikon Office Solutions	153.18	000000
21458	08/05/2008	IMPACT	Impact Studio Pro	1,000.00	000000
21459	08/05/2008	ISSAQ1	Issaquah Press, Inc.	900.00	000000
21460	08/05/2008	KCSOLIDW	King County Solid Waste	45.00	000000
21461	08/05/2008	LIVESOUN	Live Sound & Recording Co, LLC	975.60	000000
21462	08/05/2008	LOCK	Lockworks, Inc.	294.85	000000
21463	08/05/2008	NWCASC	Northwest Cascade, Inc.	3,530.21	000000
21464	08/05/2008	NWLAND	Brickman	26,868.29	000000
21465	08/05/2008	NWLSVC	NW Landscape Service	9,550.58	000000
21466	08/05/2008	PACE	Pace Engineers, Inc.	348.20	000000
21467	08/05/2008	PACPLANT	Pacific Plants	1,835.02	000000
21468	08/05/2008	PANGBORN	James Pangborn	200.00	000000
21469	08/05/2008	PERTEET	Perteet, Inc.	132,869.43	000000
21470	08/05/2008	POPE	Alan L. Pope & Assoc Inc	750.00	000000
21471	08/05/2008	PROPET	Pro Pet Distributors, Inc	2,972.95	000000
21472	08/05/2008	PSE	Puget Sound Energy	5,953.37	000000
21473	08/05/2008	QWEST	QWEST	123.40	000000
21474	08/05/2008	RED-E	Red-E Topsoil	607.16	000000
21475	08/05/2008	REIDMID	Reid Middleton, Inc	57.25	000000
21476	08/05/2008	ROTH	Roth Hill Engineering Partners	11,159.19	000000
21477	08/05/2008	SALONREB	Salon Rebecca	500.00	000000
21478	08/05/2008	SAM	Sammamish Plateau Water Sewer	839.54	000000
21479	08/05/2008	SCHULTZ	R. A. Schultz	432.00	000000
21480	08/05/2008	SEATIM	Seattle Times	407.48	000000
21481	08/05/2008	SPRAGUE	SPRAGUE	91.56	000000
21482	08/05/2008	STACK	Stack Plumbing, Inc	941.00	000000
21483	08/05/2008	STAPLES	Staples Business Advantage	1,892.85	000000
21484	08/05/2008	STEELCRA	Steelcraft	3,499.88	000000
21485	08/05/2008	SUPERENT	Sunbelt Rentals	82.20	000000
21486	08/05/2008	VERIZNW	Verizon Northwest	37.62	000000
21487	08/05/2008	WED	Western Equipment Distributors	708.02	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21488	08/05/2008	AMEX	American Express	91.44	000000
21489	08/05/2008	OER	Olympic Environmental Resource	2,774.52	000000
21490	08/05/2008	SAM	Sammamish Plateau Water Sewer	664.00	000000

CHECK TOTAL:				\$3,529.96	



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: August 14, 2008
RE: Claims for August 19, 2008

		\$ 209,849.23
	0.00	* 193,996.25
		724,809.01
		70,538.37
209,849.23	+	
193,996.25	+	
724,809.01	+	
70,538.37	+	
1,199,192.86	*	

TOTAL \$ 1,199,192.86

Check # 21491 through #21601



801 228th Avenue SE, Sammamish, WA 98075-9509
Phone: 425-295-0500 • Fax: 425-295-0600 • www.ci.sammamish.wa.us

CLAIMS AUTHORIZATION

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and the claim is just, due, and unpaid against the City of Sammamish. Furthermore, I am authorized to authenticate and certify to said claim.

[Signature]
City Manager

Date: 3/13/08

[Signature]
Finance Director

Date: 8/18/08

I, the undersigned Council Member approve the claims in the amount of \$1,199,192.86 for the 19th day of August, 2008. Check #'s 21491 through #21601

[Signature]
Council Member

Date: 8/19/08

[Signature]
Council Member

Date: 8/19/08

[Signature]
Council Member

Date: 8/19/08

[Signature]
Council Member

Date: 8/18/08

<u>check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
1491	08/05/2008	ANI	ANI Administrators NW Inc	1,269.89	000000
21492	08/05/2008	AWCMED	AWC Employee BenefitsTrust	77,321.29	000000
21493	08/05/2008	DANNEKO	Danneko Construction	88,057.41	000000
21494	08/05/2008	ICMA401	ICMA 401	27,717.80	000000
21495	08/05/2008	ICMA401x	ICMA401	4,387.92	000000
21496	08/05/2008	ICMA457	ICMA	10,732.32	000000
21497	08/05/2008	PREPAIDL	Pre-Paid Legal Services, Inc	362.60	000000

CHECK TOTAL:				\$209,849.23	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
1498	08/19/2008	ACCURINT	Accurint	30.00	000000
21499	08/19/2008	AMDRAPE	American Drapery Blind & Carpe	109.00	000000
21500	08/19/2008	ARSHEED	Michael Arsheed	56.25	000000
21501	08/19/2008	BARKERLA	Barker Landscape Architects PS	6,552.00	000000
21502	08/19/2008	BARRY	Jack Barry	62.37	000000
21503	08/19/2008	BELZAK	Steve Belzak	8.19	000000
21504	08/19/2008	BERGERPA	Berger Partnership	6,363.06	000000
21505	08/19/2008	BOFAPC	Bank of America Petty Cash	282.28	000000
21506	08/19/2008	BUTKUS	Pete Butkus	136.02	000000
21507	08/19/2008	CAMPBEL2	Campbell Co Inc	442.00	000000
21508	08/19/2008	CERTIFIE	Certified Backflow Testing,Inc	320.00	000000
21509	08/19/2008	COSTCO	Costco Wholesale	633.29	000000
21510	08/19/2008	CPTC	Clover Park Tech College	1,523.20	000000
21511	08/19/2008	CRAN	GORDON CRANDALL	2,125.31	000000
21512	08/19/2008	CSAT	Combat Shooting & Tactics	700.00	000000
21513	08/19/2008	EAGLE	Eagle Press & Supply	3,270.00	000000
21514	08/19/2008	FARRAR	Karin & Steve Farrar	112.50	000000
21515	08/19/2008	FRANCO2	U. S. Postal Service/ Francotyp-Postalia Teleset	2,500.00	000000
21516	08/19/2008	GEOTIVIT	Geotivity	400.00	000000
21517	08/19/2008	GRAYOS	Gray & Osborne, Inc.	3,736.49	000000
21518	08/19/2008	IRONMT	Iron Mountain	55.70	000000
21519	08/19/2008	ISD	Issaquah School District	3,010.50	000000
21520	08/19/2008	ISSAQ1	Issaquah Press, Inc.	2,153.50	000000
21521	08/19/2008	KCBLANK	King County Finance	2,284.23	000000
21522	08/19/2008	KCDIST	Office of Presiding Judge King county District Court	15,283.00	000000
21523	08/19/2008	KCSOLIDW	King County Solid Waste	45.00	000000
21524	08/19/2008	KENYON2	Kenyon Disend PLLC	12,948.44	000000
21525	08/19/2008	KINGPET	King County Pet Licenses	152.00	000000
21526	08/19/2008	LESSCHWA	Les Schwab Tire Center	983.56	000000
21527	08/19/2008	LEYTON	Kimberly Leyton	870.00	000000
21528	08/19/2008	LIVESOUN	Live Sound & Recording Co, LLC	975.60	000000
21529	08/19/2008	LWSD	Lake Washington School Dist	9,089.00	000000
21530	08/19/2008	MAILPO	Mail Post	756.39	000000
21531	08/19/2008	MATTHIAS	Michael Matthias	16.38	000000
21532	08/19/2008	MICRO	Microflex, Inc.	71.46	000000
21533	08/19/2008	MINUTE	Minuteman Press	65.99	000000
21534	08/19/2008	MOBERLY	Lynn Moberly	7,500.00	000000
21535	08/19/2008	NESAM	NE Sammamish Sewer & Water	160.57	000000
21536	08/19/2008	PACE	Pace Engineers, Inc.	8,600.00	000000
21537	08/19/2008	PERTEET	Perteet, Inc.	69,480.55	000000
21538	08/19/2008	PHOINIX	Phoinix Equipment LLC	1,023.66	000000
21539	08/19/2008	PIEDMONT	Piedmont Directional Signs	700.00	000000
21540	08/19/2008	PROTH	Prothman Company	309.34	000000
21541	08/19/2008	PSE	Puget Sound Energy	8,441.62	000000
21542	08/19/2008	REALCHEM	RealChem Northwest	752.10	000000
21543	08/19/2008	SAM	Sammamish Plateau Water Sewer	943.72	000000
21544	08/19/2008	SAMSYMPH	Sammamish Symphony	1,400.00	000000
21545	08/19/2008	SITE	Site Workshop	820.00	000000
21546	08/19/2008	SONITROL	Sonitrol Pacific	683.16	000000
21547	08/19/2008	SOUNDPUB	Sound Publishing, Inc	1,066.56	000000
21548	08/19/2008	STAPLES	Staples Business Advantage	1,502.35	000000
21549	08/19/2008	STOECKL	Jane C. Stoecklin	100.00	000000
21550	08/19/2008	SUBURB	Suburban Cities Association	164.00	000000
21551	08/19/2008	SUNBELTS	Sunbelt Software Distribution	543.95	000000
21552	08/19/2008	TOMBERG	Bob Tomberg	1,000.00	000000
21553	08/19/2008	UNITRENT	United Rentals NW, Inc	3,681.01	000000

	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
	08/19/2008	VAN NOST	Maren Van Nostrand	1,764.00	000000
	08/19/2008	WADIS	State of Wa Dept of Info Syste	1,060.24	000000
356	08/19/2008	WADRS	Wa State Dept of Retirement Sy	733.32	000000
1557	08/19/2008	WALIC	Wa State Dept of Licensing	165.69	000000
1558	08/19/2008	WAPAT	Wa State Patrol	50.00	000000
21559	08/19/2008	WATERSH	The Watershed Company	327.75	000000
21560	08/19/2008	WAWORK	Washington Workwear LLC	323.71	000000
21561	08/19/2008	WMCA	Wa Municipal Clerks Assoc	250.00	000000
21562	08/19/2008	YAKIMA	Yakima County Department of Corrections	2,326.24	000000

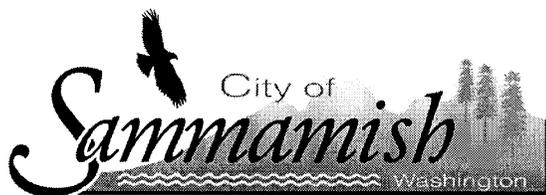
CHECK TOTAL: **\$193,996.25**

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21563	08/19/2008	CADMAN	Cadman, Inc.	634.18	000000
21564	08/19/2008	GOODSELL	Goodsell Power Equip Inc	29.42	000000
21565	08/19/2008	HDFOWL	H. D. Fowler Company	1,094.01	000000
21566	08/19/2008	HOS	Hos Brothers Construction Inc	328,403.30	000000
21567	08/19/2008	KBA	KBA Inc	37,226.50	000000
21568	08/19/2008	KCSOLIDW	King County Solid Waste	45.00	000000
21569	08/19/2008	KINGSH	King County Sheriff's Office	313,903.17	000000
21570	08/19/2008	LAKESIDE	Lakeside Industries	101.38	000000
21571	08/19/2008	LIVESOUN	Live Sound & Recording Co, LLC	975.60	000000
21572	08/19/2008	LOCHNER	Lochner, Inc.	24,044.18	000000
21573	08/19/2008	NEXTEL	Nextel Communications	2,917.18	000000
21574	08/19/2008	NWPAVE	NW Pavement Mgmt Assoc	800.00	000000
21575	08/19/2008	PHOINIX	Phoinix Equipment LLC	3,933.70	000000
21576	08/19/2008	PLATT	Platt Electric	89.10	000000
21577	08/19/2008	QWEST	QWEST	167.21	000000
21578	08/19/2008	ROTARSAM	Rotary Club of Sammamish	48.00	000000
21579	08/19/2008	UNITRENT	United Rentals NW, Inc	886.56	000000
21580	08/19/2008	VOYAGER	Voyager	9,194.47	000000
21581	08/19/2008	WAALARM	Wa Alarm Inc	282.10	000000
21582	08/19/2008	WED	Western Equipment Distributors	33.95	000000

CHECK TOTAL:				\$724,809.01	

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21583	08/19/2008	BERGERPA	Berger Partnership	31,850.79	000000
21584	08/19/2008	BLACKMON	Michelle Blackmon	200.00	000000
21585	08/19/2008	BRENNAN	J. A. Brennan Assoc.	2,142.65	000000
21586	08/19/2008	DAYNIGHT	Day & Night Plumbing & Heating	233.26	000000
21587	08/19/2008	DEERE	John Deere Landscapes	309.50	000000
21588	08/19/2008	EAGLE	Eagle Press & Supply	6,392.98	000000
21589	08/19/2008	ENGBUS	Engineering Bus Syst, Inc.	1,023.24	000000
21590	08/19/2008	EWINGIRR	Ewing Irrigation	220.17	000000
21591	08/19/2008	JOHNSONW	Wyatt Johnson	200.00	000000
21592	08/19/2008	LUMINOUS	Luminous Corp	5,824.99	000000
21593	08/19/2008	NEBER	Amy Neber	200.00	000000
21594	08/19/2008	NWCASC	Northwest Cascade, Inc.	555.92	000000
21595	08/19/2008	NWLAND	Brickman	13,433.98	000000
21596	08/19/2008	PATE	Maura Pate	200.00	000000
21597	08/19/2008	QWEST	QWEST	39.80	000000
21598	08/19/2008	SAM	Sammamish Plateau Water Sewer	4,428.71	000000
21599	08/19/2008	SEQUOYAH	Sequoyah Electric, LLC	3,049.75	000000
21600	08/19/2008	TINSLEY	Michelle Tinsley	200.00	000000
21601	08/19/2008	VERIZNW	Verizon Northwest	32.63	000000

CHECK TOTAL:				\$70,538.37	



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: August 28, 2008
RE: Claims for September 2, 2008

\$ 43,159.43
616,646.30
19,362.52
70,538.37

43,159.43 +
616,646.30 +
19,362.52 +
70,538.37 +
749,706.62 *

TOTAL \$ 749,706.62

Check # 21602 through #21698

City of ~~Sammami~~
marlene

Accounts Payable
Computer Check Register Totals

Bill #3

Printed: 08/19/08 08:55

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21602	08/20/2008	ANI	ANI Administrators NW Inc	1,269.89	000000
21603	08/20/2008	ICMA401	ICMA 401	26,519.92	000000
21604	08/20/2008	ICMA401x	ICMA401	4,194.75	000000
21605	08/20/2008	ICMA457	ICMA	10,837.83	000000
21606	08/20/2008	WAREV	Wa State Dept of Revenue	337.04	000000
CHECK TOTAL:				\$43,159.43	

City of Sammamish
marlene

Accounts Payable
Computer Check Register Totals

Bill #3
Printed: 08/25/08 12:45

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21607	08/25/2008	GREEN	Christine Green	100.00	000000

CHECK TOTAL:				\$100.00	

City of Sammamish
marleneAccounts Payable
Computer Check Register Totals

Printed: 08/27/08 12:08

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21608	09/02/2008	APA	APA	40.00	000000
21609	09/02/2008	APPGROUP	Appraisal Group of the NW, LLP	2,800.00	000000
21610	09/02/2008	APWA	American Public Works Assoc	156.04	000000
21611	09/02/2008	ASC	Action Services Corp	4,289.32	000000
21612	09/02/2008	ASLA	American Society Of Landscape Architects	50.00	000000
21613	09/02/2008	BOGDAN	Advantage Building Services	4,989.50	000000
21614	09/02/2008	BURNSTEV	Steve Burnstead Construction	7,500.00	000000
21615	09/02/2008	CHICAGO	Chicago Title	218.00	000000
21616	09/02/2008	DEERE	John Deere Landscapes	78.48	000000
21617	09/02/2008	EADS	Elder & Adult Day Services	2,500.00	000000
21618	09/02/2008	EASTEQ	Eastside Equipment & Marine	428.94	000000
21619	09/02/2008	EASTFIRE	Eastside Fire & Rescue	414,040.75	000000
21620	09/02/2008	EMFENCE	Emerald City Fence Rentals LLC	463.25	000000
21621	09/02/2008	ENCOMPAS	Encompass	1,625.00	000000
21622	09/02/2008	ENVIROIS	EnviroIssues	639.89	000000
21623	09/02/2008	EVERGR	Evergreen Print Solutions	191.19	000000
21624	09/02/2008	EWINGIRR	Ewing Irrigation	796.59	000000
21625	09/02/2008	GALT	John E. Galt	165.00	000000
21626	09/02/2008	GLACIER	Glacier Northwest Inc	1,603.79	000000
21627	09/02/2008	GREYSTON	Greystone Com Services	192.24	000000
21628	09/02/2008	HANDLOS	Lynne Handlos	1,177.60	000000
21629	09/02/2008	HAWKINS	Colleen Rupke	14.04	000000
21630	09/02/2008	HDFOWL	H. D. Fowler Company	74.85	000000
21631	09/02/2008	HOMEDE	Home Depot	3,521.96	000000
21632	09/02/2008	HORIZON	Horizon	170.00	000000
21633	09/02/2008	HOWARD	Lyman Howard	342.95	000000
21634	09/02/2008	INSTANT	Instant Imprints	1,839.94	000000
21635	09/02/2008	INTEGRA	Integra Telecom	3,873.89	000000
21636	09/02/2008	IRONMT	Iron Mountain	122.54	000000
21637	09/02/2008	ISSAQI	Issaquah Press, Inc.	2,257.50	000000
21638	09/02/2008	ISSCITY	City Of Issaquah	3,621.75	000000
21639	09/02/2008	KBA	KBA Inc	35,953.23	000000
21640	09/02/2008	KCRADIO	King Cty Radio Comm Svcs	196.33	000000
21641	09/02/2008	KCSOLIDW	King County Solid Waste	45.00	000000
21642	09/02/2008	KINGFI	King County Finance A/R	3,310.00	000000
21643	09/02/2008	LESSCHWA	Les Schwab Tire Center	2,160.86	000000
21644	09/02/2008	LOCHNER	Lochner, Inc.	14,707.25	000000
21645	09/02/2008	MAXIM	Evan Maxim	880.00	000000
21646	09/02/2008	NAPA	Napa Auto Parts Inc.	189.00	000000
21647	09/02/2008	NWCASC	Northwest Cascade, Inc.	1,462.42	000000
21648	09/02/2008	NWLSVC	NW Landscape Service	16,249.72	000000
21649	09/02/2008	OER	Olympic Environmental Resource	5,895.48	000000
21650	09/02/2008	PACSOIL	Pacific Topsoils, Inc	1,545.45	000000
21651	09/02/2008	PCRECYCL	PC Recycle	89.00	000000
21652	09/02/2008	PERRY	Steven Perry	310.00	000000
21653	09/02/2008	PSRC	Puget Sound Regional Council	18,378.00	000000
21654	09/02/2008	PUTHOFF	Joanna Puthoff	2,239.20	000000
21655	09/02/2008	RAINIER	Rainier Wood Recyclers Inc	27.50	000000
21656	09/02/2008	REDSIGNS	Redmond Signs	199.31	000000
21657	09/02/2008	SAM	Sammamish Plateau Water Sewer	494.13	000000
21658	09/02/2008	SAMCITIZ	Sammamish Citizen Corps Council	2,309.79	000000
21659	09/02/2008	SEATIM	Seattle Times	1,960.21	000000
21660	09/02/2008	SEQUOYAH	Sequoyah Electric, LLC	1,352.56	000000
21661	09/02/2008	SERVICE	Service Paper Co	98.80	000000
21662	09/02/2008	SIMPLYPL	Simply Placed	179.00	000000
21663	09/02/2008	SITE	Site Workshop	815.00	000000

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	Bill #3 <u>Voucher</u>
21664	09/02/2008	SONG	Chun Song	200.00	000000
21665	09/02/2008	SPRAGUE	SPRAGUE	91.56	000000
21666	09/02/2008	TREADWAY	Paul Treadway	30.00	000000
21667	09/02/2008	UNDERGRO	Underground Detection Services	375.00	000000
21668	09/02/2008	UNITRENT	United Rentals NW, Inc	46.32	000000
21669	09/02/2008	VERT	Vertical Transportation Svcs	457.80	000000
21670	09/02/2008	WAAUDIT	Wa State Auditor's Office	331.58	000000
21671	09/02/2008	WASEC	Wa Secretary Of State	323.08	000000
21672	09/02/2008	WASLA	Wa Chapter American Socie of Landscape Architects	50.00	000000
21673	09/02/2008	WATERSH	The Watershed Company	475.58	000000
21674	09/02/2008	WCPDA	Wa City Planning Directors As	175.00	000000
21675	09/02/2008	WED	Western Equipment Distributors	43,258.14	000000

CHECK TOTAL: \$616,646.30

City of Sammamish
marleneAccounts Payable
Computer Check Register Totals

Printed: 08/28/08 08:31

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
21676	09/02/2008	ACE	Ace Hardware, LLC	1,394.85	000000
21677	09/02/2008	ATTLONG	AT&T	85.38	000000
21678	09/02/2008	BOGDAN	Advantage Building Services	3,621.38	000000
21679	09/02/2008	CLEANHAR	Clean Harbors Env Svcs Inc	306.45	000000
21680	09/02/2008	EBERSOLE	William Ebersole	200.00	000000
21681	09/02/2008	ENDICOTT	Ben Endicott	200.00	000000
21682	09/02/2008	FAALAND	Elizabeth Faaland	200.00	000000
21683	09/02/2008	GRAINGER	Grainger	45.35	000000
21684	09/02/2008	HDFOWL	H. D. Fowler Company	1,869.20	000000
21685	09/02/2008	ICC	International Code Council	70.00	000000
21686	09/02/2008	ISSAUTO	Issaquah Auto Tech, Inc	1,775.15	000000
21687	09/02/2008	KCFLEET	King County Fleet Admin	186.84	000000
21688	09/02/2008	LIVESOUN	Live Sound & Recording Co, LLC	433.60	000000
21689	09/02/2008	LYTLE	Brooke Lytle	64.00	000000
21690	09/02/2008	PHOINIX	Phoinix Equipment LLC	2,289.00	000000
21691	09/02/2008	POSEY	Justin Posey	200.00	000000
21692	09/02/2008	PSE	Puget Sound Energy	406.49	000000
21693	09/02/2008	QUINSAY	Patricia Quinsay	200.00	000000
21694	09/02/2008	SAM	Sammamish Plateau Water Sewer	2,306.67	000000
21695	09/02/2008	SEATIM	Seattle Times	1,030.46	000000
21696	09/02/2008	TING	Kelley Ting	64.00	000000
21697	09/02/2008	UNITRENT	United Rentals NW, Inc	985.70	000000
21698	09/02/2008	VAN NOST	Maren Van Nostrand	1,428.00	000000

CHECK TOTAL:				\$19,362.52	



CITY COUNCIL AGENDA BILL

Subject: Resolution Ratifying the 2008 Amendments to the King County Countywide Planning Policies

Meeting Date: September 2, 2008

Date Submitted: August 28, 2008

Originating Department: Community Development

Action Required: Motion to adopt the resolution

Clearances:

- | | |
|--|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input checked="" type="checkbox"/> Building/Planning | <input type="checkbox"/> Attorney |

Exhibits:

1. Resolution
2. King County transmittal letter, GMPC motions and Ordinance 1615
3. Interim PAA Map Amendment for Sammamish

Budgeted Amount: N/A

Summary Statement:

King County has adopted changes to the Countywide Planning Policies for 2008, and the attached amendments are forwarded to the City of Sammamish for ratification.

Background:

The Growth Management Planning Council (GMPC) was established by inter-local agreement in 1991 between King County and King County jurisdictions to provide collaborative policy development of Countywide Planning Policies. The process established under the inter-local agreement for changes to the Countywide planning policies includes a recommendation by the GMPC, adoption by the King County Council, and ratification by the cities.

The GMPC and the King County Council have adopted the proposed amendments, and the amendments have been forwarded to the cities for ratification. The amendments will be effective once ratified by at least 30% of the city and county governments representing 70 percent of the population of King County. The amendments include interim Potential Annexation Area (PAA) changes recognizing the PAAs that the City has already adopted.

Financial Impact:

None.

Recommended Motion:

Adopt the resolution.

**CITY OF SAMMAMISH
WASHINGTON
Resolution No. R2008-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, RATIFYING AMENDMENTS TO THE
KING COUNTY COUNTYWIDE PLANNING POLICIES**

WHEREAS, the King County Council adopted the original countywide planning policies in July of 1992; and

WHEREAS, the Growth Management Planning Council (GMPC) was established by inter-local agreement in 1991 between King County and King County jurisdictions to provide collaborative policy development of Countywide Planning Policies; and

WHEREAS, the process established under the inter-local agreement for changes to the Countywide planning policies includes a recommendation by the GMPC, adoption by the King County Council, and ratification by the cities; and

WHEREAS, between June 20, 2007 and April 16, 2008 the GMPC approved motions 07-1, 07-2, 07-4, 08-1, 08-2, 08-3, and 08-4 recommending amendments to the King County Countywide Planning Policies; and

WHEREAS, on June 23, 2008 the Metropolitan King County Council passed Ordinance 16151 amending the King County Countywide Planning Policies and ratifying the amendments for unincorporated King County; and

WHEREAS, the City of Sammamish has been forwarded these amendments for ratification; and

WHEREAS, the City of Sammamish desires to ratify said amendments;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF
SAMMAMISH, WASHINGTON, DO RESOLVE AS FOLLOWS:**

Section 1. The City Council of the City of Sammamish, Washington, hereby ratifies the amendments to the King County Countywide Planning Policies. A copy of said amendments, Exhibit B, is attached hereto and made a part hereof as though set forth in full herein.

Section 2. Effective date. This resolution shall take effect immediately upon passage by the Sammamish City Council.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING
THEREOF ON THE 2ND DAY OF SEPTEMBER, 2008.**

CITY OF SAMMAMISH

Mayor Lee Felling

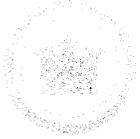
ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: August 28, 2008
Passed by the City Council:
Resolution No.:



King County

July 15, 2008

The Honorable Lee Felling
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075-9509

Dear Mayor Felling:

We are pleased to forward for your consideration and ratification the enclosed amendments to the King County Countywide Planning Policies (CPP).

On June 23, 2008, the Metropolitan King County Council approved and ratified the following amendments on behalf of unincorporated King County. Copies of the King County Council staff report, ordinance and Growth Management Planning Council motions are enclosed to assist you in your review of these amendments.

- Ordinance No. 16151, GMPC Motion Nos. 08-1, 08-2, 08-3, 07-1, 07-2, 07-4 and 08-4 by the Growth Management Planning Council of King County

In accordance with the Countywide Planning Policies, FW-1, Step 9, amendments become effective when ratified by ordinance or resolution by at least 30 percent of the city and county governments representing 70 percent of the population of King County according to the interlocal agreement. A city will be deemed to have ratified the amendments to the Countywide Planning Policies unless, within 90 days of adoption by King County, the city takes legislative action to disapprove the amendments. **Please note that the 90-day deadline for the amendments is September 19, 2008.**

18 D. The Phase II Amendments to the King County 2012 - Countywide Planning
19 Policies are amended, as shown by Attachments 1 and 2 to Ordinance 13260.

20 E. The Phase II Amendments to the King County 2012 - Countywide Planning
21 Policies are amended, as shown by Attachments 1 through 4 to Ordinance 13415.

22 F. The Phase II Amendments to the King County 2012 - Countywide Planning
23 Policies are amended, as shown by Attachments 1 through 3 to Ordinance 13858.

24 G. The Phase II Amendments to the King County 2012 - Countywide Planning
25 Policies are amended, as shown by Attachment 1 to Ordinance 14390.

26 H. The Phase II Amendments to the King County 2012 - Countywide Planning
27 Policies are amended, as shown by Attachment 1 to Ordinance 14391.

28 I. The Phase II Amendments to the King County 2012 - Countywide Planning
29 Policies are amended, as shown by Attachment 1 to Ordinance 14392.

30 J. The Phase II Amendments to the King County 2012 - Countywide Planning
31 Policies are amended, as shown by Attachment 1 to Ordinance 14652.

32 K. The Phase II Amendments to the King County 2012 - Countywide Planning
33 Policies are amended, as shown by Attachments 1 through 3 to Ordinance 14653.

34 L. The Phase II Amendments to the King County 2012 - Countywide Planning
35 Policies are amended, as shown by Attachment 1 to Ordinance 14654.

36 M. The Phase II Amendments to the King County 2012 - Countywide Planning
37 Policies are amended, as shown by Attachment 1 to Ordinance 14655.

38 N. The Phase II Amendments to the King County 2012 - Countywide Planning
39 Policies are amended, as shown by Attachments 1 and 2 to Ordinance 14656.

40 O. The Phase II amendments to the King County 2012 – Countywide Planning
41 Policies are amended, as shown by Attachment A to Ordinance 14844.

42 P. The Phase II Amendments to the King County 2012 - Countywide Planning
43 Policies are amended as shown by Attachments A, B and C to Ordinance 15121.

44 Q. The Phase II Amendments to the King County 2012 - Countywide Planning
45 Policies are amended, as shown by Attachment A to Ordinance 15122.

46 R. The Phase II Amendments to the King County 2012 - Countywide Planning
47 Policies are amended, as shown by Attachment A to Ordinance 15123.

48 S. Phase II Amendments to the King County 2012 - Countywide Planning
49 Policies are amended, as shown by Attachments A and B to Ordinance 15426.

50 T. Phase II Amendments to the King County 2012 - Countywide Planning
51 Policies are amended, as shown by Attachments A, B and C to Ordinance 15709.

52 U. Phase II Amendments to the King County 2012 - Countywide Planning
53 Policies are amended, as shown by Attachment A to Ordinance 16056.

54 V. Phase II Amendments to the King County 2012 - Countywide Planning
55 Policies are amended, as shown by Attachments A, B, C, D, E, F and G to this ordinance.

56 SECTION 2. Ordinance 10450, Section 4, as amended, and K.C.C. 20.10.040 are
57 each hereby amended to read as follows:

58 A. Countywide Planning Policies adopted by Ordinance 10450 for the purposes
59 specified are hereby ratified on behalf of the population of unincorporated King County.

60 B. The amendments to the Countywide Planning Policies adopted by Ordinance
61 10840 are hereby ratified on behalf of the population of unincorporated King County.

62 C. The amendments to the Countywide Planning Policies adopted by Ordinance
63 11061 are hereby ratified on behalf of the population of unincorporated King County.

64 D. The Phase II amendments to the King County 2012 Countywide Planning
65 Policies adopted by Ordinance 11446 are hereby ratified on behalf of the population of
66 unincorporated King County.

67 E. The amendments to the King County 2012 - Countywide Planning Policies, as
68 shown by Attachment 1 to Ordinance 12027 are hereby ratified on behalf of the
69 population of unincorporated King County.

70 F. The amendments to the King County 2012 - Countywide Planning Policies, as
71 shown by Attachment 1 to Ordinance 12421, are hereby ratified on behalf of the
72 population of unincorporated King County.

73 G. The amendments to the King County 2012 - Countywide Planning Policies, as
74 shown by Attachments 1 and 2 to Ordinance 13260, are hereby ratified on behalf of the
75 population of unincorporated King County.

76 H. The amendments to the King County 2012 - Countywide Planning Policies, as
77 shown by Attachment 1 through 4 to Ordinance 13415, are hereby ratified on behalf of
78 the population of unincorporated King County.

79 I. The amendments to the King County 2012 - Countywide Planning Policies, as
80 shown by Attachments 1 through 3 to Ordinance 13858, are hereby ratified on behalf of
81 the population of unincorporated King County.

82 J. The amendments to the King County 2012 - Countywide Planning Policies, as
83 shown by Attachment 1 to Ordinance 14390, are hereby ratified on behalf of the
84 population of unincorporated King County.

85 K. The amendments to the King County 2012 - Countywide Planning Policies, as
86 shown by Attachment 1 to Ordinance 14391, are hereby ratified on behalf of the
87 population of unincorporated King County.

88 L. The amendments to the King County 2012 - Countywide Planning Policies, as
89 shown by Attachment 1 to Ordinance 14392, are hereby ratified on behalf of the
90 population of unincorporated King County.

91 M. The amendments to the King County 2012 - Countywide Planning Policies, as
92 shown by Attachment 1 to Ordinance 14652, are hereby ratified on behalf of the
93 population of unincorporated King County.

94 N. The amendments to the King County 2012 - Countywide Planning Policies, as
95 shown by Attachments 1 through 3 to Ordinance 14653, are hereby ratified on behalf of
96 the population of unincorporated King County.

97 O. The amendments to the King County 2012 - Countywide Planning Policies, as
98 shown by Attachment 1 to Ordinance 14654, are hereby ratified on behalf of the
99 population of unincorporated King County.

100 P. The amendments to the King County 2012 - Countywide Planning Policies, as
101 shown by Attachment 1 to Ordinance 14655, are hereby ratified on behalf of the
102 population of unincorporated King County.

103 Q. The amendments to the King County 2012 - Countywide Planning Policies, as
104 shown by Attachments 1 and 2 to Ordinance 14656, are hereby ratified on behalf of the
105 population of unincorporated King County.

106 R. The amendments to the King County 2012 – Countywide Planning Policies, as
107 shown by Attachment A to Ordinance 14844, are hereby ratified on behalf of the
108 population of unincorporated King County.

109 S. The amendments to the King County 2012 - Countywide Planning Policies, as
110 shown by Attachments A, B and C to Ordinance 15121, are hereby ratified on behalf of
111 the population of unincorporated King County.

112 T. The amendments to the King County 2012 - Countywide Planning Policies, as
113 shown by Attachment A to Ordinance 15122, are hereby ratified on behalf of the
114 population of unincorporated King County.

115 U. The amendments to the King County 2012 - Countywide Planning Policies, as
116 shown by Attachment A to Ordinance 15123, are hereby ratified on behalf of the
117 population of unincorporated King County.

118 V. The amendments to the King County 2012 - Countywide Planning Policies, as
119 shown by Attachments A and B to Ordinance 15426, are hereby ratified on behalf of the
120 population of unincorporated King County.

121 W. The amendments to the King County 2012 - Countywide Planning Policies,
122 as shown by Attachments A, B and C to Ordinance 15709, are hereby ratified on behalf
123 of the population of unincorporated King County.

124 X. The amendments to the King County 2012 - Countywide Planning Policies, as
125 shown by Attachment A to Ordinance 16056, are hereby ratified on behalf of the
126 population of unincorporated King County.

127 Y. The amendments to the King County 2012 - Countywide Planning Policies, as
 128 shown by Attachments A, B, C, D, E, F and G to this ordinance, are hereby ratified on
 129 behalf of the population of unincorporated King County.

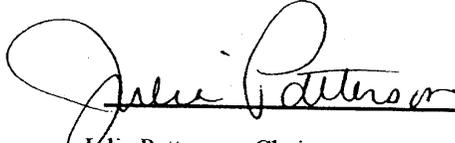
130

131

Ordinance 16151 was introduced on 6/2/2008 and passed as amended by the Metropolitan King County Council on 6/23/2008, by the following vote:

Yes: 9 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. von Reichbauer, Mr. Ferguson, Mr. Gossett, Mr. Phillips and Ms. Hague
 No: 0
 Excused: 0

KING COUNTY COUNCIL
 KING COUNTY, WASHINGTON



 Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 3 day of July, 2008.



Ron Sims, County Executive

RECEIVED
 2008 JUL -3 AM 7:35
 KING COUNTY COUNCIL

Attachments A. Motion 08-1, B. Motion 08-2, C. Motion 08-3, D. Motion 07-1, E. Motion 07-2,
 F. Motion 07-4, G. Second Substitute Motion 08-4

16151

Attachment A

April 16, 2008

Sponsored By: Executive Committee

/pr

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

MOTION NO. 08-1

A MOTION to amend the Interim Potential Annexation Area Map in the Countywide Planning Policies.

WHEREAS, Countywide Planning Policies LU-31 and LU-32 anticipate the collaborative designation of Potential Annexation Areas (PAA) and the eventual annexation of these areas by cities.

WHEREAS, the attached PAA map amendment removes tax parcel number 3221049162 from the Potential Annexation Area of the City of Milton and adds the same tax parcel to the PAA of the City of Federal Way.

WHEREAS, the attached PAA map amendment is supported by the City of Milton, the City of Federal Way, and King County.

BE IT RESOLVED THAT THE GROWTH MANAGEMENT PLANNING COUNCIL OF KING COUNTY HEREBY MOVES AS FOLLOWS:

1. Amend the Interim Potential Annexation Area Map by including the unincorporated urban areas shown on attachment A of this motion, tax parcel number 3221049162, within the Potential Annexation Area of the City of Federal Way, and remove the same tax parcel from the City of Milton PAA.
2. This amendment is recommended to the Metropolitan King County Council and the Cities of King County for adoption and ratification.

ADOPTED by the Growth Management Planning Council of King County on April 16, 2008 in open session and signed by the chair of the GMPC.

Ron Sims, Chair, Growth Management Planning Council

April 16, 2008

Sponsored By: Executive Committee

/pr

1

MOTION NO. 08-2

2

3

A MOTION to amend the Interim Potential Annexation Area Map in the Countywide Planning Policies.

4

5

6

7

WHEREAS, Countywide Planning Policies LU-31 and LU-32 anticipate the collaborative designation of Potential Annexation Areas (PAA) and the eventual annexation of these areas by cities.

8

9

10

11

WHEREAS, the attached PAA map amendment removes 56 from the Potential Annexation Area of the City of Redmond and adds the same 56 acres to the PAA of the City of Kirkland.

12

13

14

15

WHEREAS, the attached PAA map amendment is supported by the City of Kirkland, the City of Redmond, and King County.

16

17

18

BE IT RESOLVED THAT THE GROWTH MANAGEMENT PLANNING COUNCIL OF KING COUNTY HEREBY MOVES AS FOLLOWS:

19

20

21

22

1. Amend the Interim Potential Annexation Area Map by including the unincorporated urban areas shown on attachment A of this motion, within the Potential Annexation Area of the City of Kirkland, and remove the same properties from the City of Redmond PAA.

23

24

25

26

27

28

2. This amendment is recommended to the Metropolitan King County Council and the Cities of King County for adoption and ratification.

29

30

ADOPTED by the Growth Management Planning Council of King County on April 16, 2008 in open session and signed by the chair of the GMPC.

31

32

33

34

35

36

Ron Sims, Chair, Growth Management Planning Council

4/12/08

Attachment C

Sponsored By: Executive Committee

/pr

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

MOTION NO. 08-3

A MOTION to amend the interim Potential Annexation Area map in the Countywide Planning Policies.

WHEREAS, Countywide Planning Policies LU-31 and LU-32 anticipate the collaborative designation of Potential Annexation Areas (PAA) and the eventual annexation of these areas by cities.

WHEREAS, the unincorporated urban area known as North Highline has been designated a PAA by more than one city.

WHEREAS, the City of SeaTac has also designated a portion of the North Highline area, shown on the attached map, as their Potential Annexation Area.

BE IT RESOLVED THAT THE GROWTH MANAGEMENT PLANNING COUNCIL OF KING COUNTY HEREBY MOVES AS FOLLOWS:

1. Amend the Interim Potential Annexation Area Map by including a portion of the unincorporated urban area known as North Highline, shown on attachment A of this motion, as an overlap – an area claimed by more than one city as a PAA.
2. This amendment is recommended to the Metropolitan King County Council and the Cities of King County for adoption and ratification.

ADOPTED by the Growth Management Planning Council of King County on April 16, 2008 in open session, and signed by the chair of the GMPC.

Ron Sims, Chair, Growth Management Planning Council

5/14/07

Sponsored By: Executive Committee

/pr

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

MOTION NO. 07-1

A MOTION to amend the interim Potential Annexation Area map in the Countywide Planning Policies.

WHEREAS, Countywide Planning Policies LU-31 and LU-32 anticipate the collaborative designation of Potential Annexation Areas (PAA) and the eventual annexation of these areas by cities.

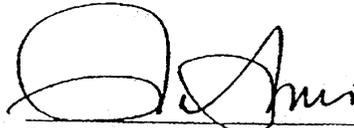
WHEREAS, the attached PAA map amendment removes several unincorporated urban areas not within the PAA of any city and adds these areas to the City of Sammamish PAA.

WHEREAS, the attached PAA map amendment is supported by the City of Sammamish and King County.

BE IT RESOLVED THAT THE GROWTH MANAGEMENT PLANNING COUNCIL OF KING COUNTY HEREBY MOVES AS FOLLOWS:

1. Amend the Interim Potential Annexation Area Map by including the unincorporated urban areas shown on attachment A of this motion, within the Potential Annexation Area of the City of Sammamish.
2. This amendment is recommended to the Metropolitan King County Council and the Cities of King County for adoption and ratification.

ADOPTED by the Growth Management Planning Council of King County on June 20, 2007 in open session, and signed by the chair of the GMPC.



Ron Sims, Chair, Growth Management Planning Council

16151

ATTACHMENT E

9/15/07

Sponsored By: Executive Committee

/pr

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

MOTION NO. 07-2

A MOTION to amend the interim Potential Annexation Area map in the Countywide Planning Policies.

WHEREAS, Countywide Planning Policies LU-31 and LU-32 anticipate the collaborative designation of Potential Annexation Areas (PAA) and the eventual annexation of these areas by cities.

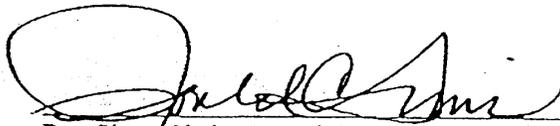
WHEREAS, the unincorporated urban area known as North Highline has been designated a PAA by more than one city.

WHEREAS, the attached PAA map amendment is supported by the City of Burien, the City of Seattle, and King County.

BE IT RESOLVED THAT THE GROWTH MANAGEMENT PLANNING COUNCIL OF KING COUNTY HEREBY MOVES AS FOLLOWS:

1. Amend the Interim Potential Annexation Area Map by including the unincorporated urban area known as North Highline, shown on attachment A of this motion, as an overlap – an area claimed by more than one city as a PAA.
2. This amendment is recommended to the Metropolitan King County Council and the Cities of King County for adoption and ratification.

ADOPTED by the Growth Management Planning Council of King County on October 3, 2007 in open session, and signed by the chair of the GMPC.



Ron Sims, Chair, Growth Management Planning Council

16151

ATTACHMENT F

10/03/07

Sponsored By: Executive Committee

/pr

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

MOTION NO. 07-4

A MOTION to amend the interim Potential Annexation Area map in the Countywide Planning Policies.

WHEREAS, Countywide Planning Policies LU-31 and LU-32 anticipate the collaborative designation of Potential Annexation Areas (PAA) and the eventual annexation of these areas by cities.

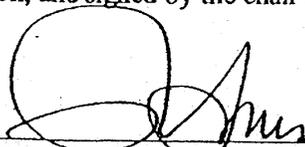
WHEREAS, the attached PAA map amendment removes several unincorporated urban areas not within the PAA of any city and adds these areas to the City of Covington PAA.

WHEREAS, the attached PAA map amendment is supported by the City of Covington and King County.

BE IT RESOLVED THAT THE GROWTH MANAGEMENT PLANNING COUNCIL OF KING COUNTY HEREBY MOVES AS FOLLOWS:

1. Amend the Interim Potential Annexation Area Map by including the unincorporated urban areas shown on attachment A of this motion, within the Potential Annexation Area of the City of Covington.
2. This amendment is recommended to the Metropolitan King County Council and the Cities of King County for adoption and ratification.

ADOPTED by the Growth Management Planning Council of King County on October 3, 2007 in open session, and signed by the chair of the GMPC.



Ron Sims, Chair, Growth Management Planning Council

Ordinance 16151
Attachment G

June 18, 2008

Sponsored By: _____

/pr

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

SECOND SUBSTITUTE MOTION NO. 08-4

A MOTION by the Growth Management Planning Council of King County recommending the amendment of the Countywide Planning Policies by revising existing policies LU-31 and LU-32 to provide a mechanism for a city to move forward with the annexation of all or a portion of North Highline.

WHEREAS, Countywide Planning Policies LU-31 and LU-32 anticipate the collaborative designation of Potential Annexation Areas (PAA) and the eventual annexation of these areas by cities; and

WHEREAS, the unincorporated urban area known as North Highline has been designated a PAA by more than one city; and

WHEREAS, a mechanism is needed to resolve this PAA overlap.

BE IT RESOLVED THAT THE GROWTH MANAGEMENT PLANNING COUNCIL OF KING COUNTY HEREBY MOVES AS FOLLOWS:

Amend Sections III, C-3, (Joint Planning and Urban Growth Areas around Cities) of the King County Countywide Planning Policies as follows:

LU-31 In collaboration with adjacent counties and cities and King County, and in consultation with residential groups residents, businesses, and other organizations in affected areas, each city shall designate a potential annexation area in the city's comprehensive plan. After recommendation by the GMPC and ratification pursuant to policy FW-1, Step 9, the Interim Potential Annexation Area Map shown in Appendix 2 shall be amended to show each city's approved PAA. Each potential annexation area shall be specific to each city. Potential annexation areas shall not overlap, except as allowed under policy LU-32. Within the potential annexation area, the city shall adopt criteria for annexation, including conformance with Countywide Planning Policies, and a schedule for providing urban services and facilities within the potential annexation area. This process shall ensure that unincorporated urban islands of King County are not created between cities and strive to eliminate existing islands between cities.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

LU-32 A city may annex territory only within its designated potential annexation area as shown on Appendix 2, the Interim Potential Annexation Area Map. All cities shall phase annexations to coincide with the ability for the city to coordinate the provision of a full range of urban services to areas to be annexed.

The following applies only within the North Highline unincorporated area. Where PAAs overlap prior to January 1, 2009, the cities with the PAA overlap and the county should attempt to establish alternative non-overlapping PAA boundaries through a process of negotiation. Absent a negotiated resolution, a city may file a Notice of Intent to Annex with the Boundary Review Board for King County for territory within its designated portion of a PAA overlap as shown on the Interim Potential Annexation Area Map and detailed in the city's comprehensive plan after the following steps have been taken:

1. The city proposing annexation has, at least 30 days prior to filing a Notice of Intent to annex with the Boundary Review Board, contacted in writing the cities with the PAA overlap and the county to provide notification of the city's intent to annex and to request a meeting or formal mediation to discuss boundary alternatives, and;
2. The cities with the PAA overlap and the county have either:
 - a. Agreed to meet but failed to develop a negotiated settlement to the overlap within 60 days of receipt of the notice, or;
 - b. Declined to meet or failed to respond in writing within 30 days of receipt of the notice.

ADOPTED by the Growth Management Planning Council of King County on June 18, 2008 in open session.

Ron Sims, Chair, Growth Management Planning Council



King County

**Metropolitan King County Council
Growth Management and Natural Resources Committee**

REVISED STAFF REPORT

Agenda Item:

Proposed Ord: 2008-0281

GMPC Motions 08-1, 08-2, 08-3, 07-1, 07-2,
and 07-4

Name: Rick Bautista

Date: June 10, 2008

PROPOSED SUBSTITUTE ORDINANCE 2008-0281 RECEIVED A "DO PASS" RECOMMENDATION FROM THE GMNRC.

SUBJECT:

Ordinance adopting proposed amendments to the Countywide Planning Policies (CPPs) to adjust the potential annexation areas (PAAs) for the cities of SeaTac, Federal Way, Milton, Kirkland, Redmond, Burien, Seattle, Sammamish and Covington

GROWTH MANAGEMENT PLANNING COUNCIL:

The Growth Management Planning Council (GMPC) is a formal body comprised of elected officials from King County, Seattle, Bellevue, the Suburban Cities, and Special Districts. The GMPC was created in 1992 by interlocal agreement, in response to a provision in the Washington State Growth Management Act (GMA) requiring cities and counties to work together to adopt CPPs.

Under the GMA, the CPPs serve as the framework for each individual jurisdiction's comprehensive plan. This is to ensure countywide consistency with respect to land use planning efforts.

As provided for in the interlocal agreement, the GMPC developed and recommended the CPPs, which were adopted by the King County Council and ratified by the cities. Subsequent amendments to the CPPs follow the same process: recommendation by the GMPC, adoption by the King County Council, and ratification by the cities.

Amendments to the CPPs become effective when ratified by ordinance or resolution by at least 30% of the city and county governments representing at least 70% of the population of King County.

NOTE: A city is deemed to have ratified an amendment to the CPPs unless it has taken legislative action to disapprove within 90 days of adoption by King County.

APPLICABLE POLICY DIRECTION:

The Growth Management Planning Council evaluates proposed amendments to city PAAs using the following three CPPs (LU-31, LU-32 and LU-34):

LU-31 *In collaboration with adjacent counties and cities and King County, and in consultation with residential groups in affected areas, each city shall designate a potential annexation area. Each potential annexation area shall be specific to each*

Exhibit 2

city. Potential annexation areas shall not overlap. Within the potential annexation area the city shall adopt criteria for annexation, including conformance with Countywide Planning Policies, and a schedule for providing urban services and facilities within the potential annexation area. This process shall ensure that unincorporated urban islands of King County are not created between cities and strive to eliminate existing islands between cities.

- LU-32** *A city may annex territory only within its designated potential annexation area. All cities shall phase annexations to coincide with the ability for the city to coordinate the provision of a full range of urban services to areas to be annexed.*
- LU-34** *Several unincorporated areas are currently considering local governance options. Unincorporated Urban Areas that are already urbanized and are within a city's potential annexation area are encouraged to annex to that city in order to receive urban services. Where annexation is inappropriate, incorporation may be considered.*

King County evaluates proposed amendments to city PAAs using the following Comprehensive Plan text and policies:

There are 216,000 people living in urban unincorporated King County, as reported in the 2003 Annual Growth Report. This population is equivalent to the second largest city in the state. The land base in these areas is primarily residential, with limited amounts of commercial and retail development. Much of the urban unincorporated area is made up of geographically isolated islands surrounded by cities, or adjacent to the urban growth boundary. Because these areas are scattered across the county, the efficient provision of services is difficult. The lack of a substantive tax base exacerbates these difficulties, and the cost of serving these areas reduces the amount of money available for regional services, and for local services in rural areas. Therefore, King County has a strong fiscal interest in seeing the remaining urban unincorporated areas annexed within the next several years.

The annexation of urban unincorporated areas is also good public policy. The State Growth Management Act and the regionally adopted Countywide Planning Policies stipulate that counties are the appropriate providers of regional services, and of local services to the rural area. For their part, cities are the appropriate providers of local urban services to all areas within the designated urban growth boundary. This logical split of government services is in part a reflection of the greater taxing authority afforded to cities by the State Legislature. County taxing authority remains similar to what was historically adopted in the state constitution. Annexation is a means to achieve the desired governmental service and land use vision set forth in regional policy and state law.

Although it is the policy of the county to promote annexation, its ability to do so is extremely limited. State laws provide the cities, county residents and property owners with the authority to initiate the annexation process. A successful annexation initiative depends on establishing a collaborative and ongoing dialogue between the three affected interest groups: residents, the county, and the affected city. King County has a long history of engaging in annexation discussions with urban unincorporated area residents, and will continue to do so. The county will also continue to work collaboratively with the cities to plan for orderly and timely governance transitions.

The policies in this section are intended to guide the county's decision making on annexation-related issues to ensure the needs of citizens in the urban unincorporated area are considered, and that a smooth transition from county to city government occurs.

U-201 *In order to meet the Growth Management Act and the regionally adopted Countywide Planning Policies goal of becoming a regional service provider for all county residents and a local service provider in rural areas, King County shall encourage annexation of the remaining urban unincorporated area. The county may also act as a contract service provider where mutually beneficial.*

U-202 *To help create an environment that is supportive of annexations, King County shall work with cities and with Unincorporated Area Councils, neighborhood groups, local business organizations, public service providers and other stakeholders on annexation-related activities.*

Exhibit 2

King County will also seek changes at the state level that would facilitate annexation of urban unincorporated areas.

U-203 The Interim Potential Annexation Areas Map adopted by the Growth Management Planning Council illustrates city-designated potential annexation areas (PAAs), contested areas (where more than one city claims a PAA), and those few areas that are unclaimed by any city. For contested areas, the county should attempt to help resolve the matter, or to enter into an interlocal agreement with each city for the purpose of bringing the question of annexation before voters. For unclaimed areas, King County should work with adjacent cities and service providers to develop a mutually agreeable strategy and time frame for annexation.

U-204 King County shall support annexation proposals that are consistent with the Countywide Planning Policies and the Washington State Growth Management Act, and when the area proposed for annexation is wholly within the annexing city's officially adopted PAA, and is not part of a contested area.

U-205 King County shall not support annexation proposals that would:

- a. Result in illogical service areas;
- b. Create unincorporated islands unless the annexation is preceded by an interlocal agreement in which the city agrees to pursue annexation of the remaining island area in a timely manner;
- c. Focus solely on areas that would provide a distinct economic gain for the annexing city at the exclusion of other proximate areas that should logically be included;
- d. Move designated Agricultural and/or Forest Production District lands into the Urban Growth Area; or
- e. Apply zoning to maintain or create permanent, low-density residential areas, unless such areas are part of an urban separator or are environmentally constrained, rendering higher densities inappropriate.

U-206 King County shall favor annexation over incorporation as the preferred method of governance transition. King County will not support incorporations when the proposed incorporation area is financially infeasible.

U-207 King County shall work with cities to jointly develop preannexation agreements to address the transition of service provision from the county to the annexing cities. The development of such agreements should include a comprehensive public involvement process. Pre-annexation agreements may address a range of considerations, including but not limited to:

- a. Establishing a financing partnership between the county, city and other service providers to address needed infrastructure;
- b. Providing reciprocal notification of development proposals in PAAs, and opportunities to identify and/or provide mitigation associated with such development;
- c. Supporting the city's desire, to the extent possible, to be the designated sewer or water service provider within the PAA, where this can be done without harm to the integrity of existing systems and without significantly increasing rates;
- d. Assessing the feasibility and/or desirability of reverse contracting in order for the city to provide local services on the county's behalf prior to annexation, as well as the feasibility and/or desirability of the county continuing to provide some local services on a contract basis after annexation;
- e. Exploring the feasibility of modifying development, concurrency and infrastructure design standards prior to annexation, when a specific and aggressive annexation timeline is being pursued;
- f. Assessing which county-owned properties and facilities should be transferred to city control, and the conditions under which such transfers should take place;
- g. Transitioning county employees to city employment where appropriate;
- h. Ensuring that land use plans for the annexation area are consistent with the Countywide Planning Policies with respect to planning for urban densities and efficient land use patterns; provision of urban services, affordable housing, and transportation; the protection of critical areas; and the long-term protection of urban separators;

Exhibit 2

- i. Continuing equivalent protection of cultural resources, and county landmarks and historic resources listed on the King County Historic Resource Inventory;*
- j. Maintaining existing equestrian facilities and establishing equestrian linkages;*
- and
- k. Establishing a timeline for service transitions and for the annexation.*

As part of its annexation initiative, King County will explore new options for revenue generation to make the provision of services to urban unincorporated areas financially sustainable. If annexation is not occurring at a pace consistent with the intent of these policies, the county may consider utilizing its land use authority to encourage new development that will generate higher tax revenues.

U-208 King County shall consider initiating new subarea planning processes for the urban unincorporated areas to assess the feasibility of allowing additional commercial, industrial and high-density residential development through the application of new zoning.

ORDINANCE SUMMARY:

Proposed Substitute Ordinance 2008-0281 would adopt six motions approved by the GMPC in 2007 and 2008.

MOTION 08-1 (MAP AMENDMENT: CITIES OF FEDERAL WAY AND MILTON PAA)

Motion 08-1 would amend the PAAs of the cities of Federal Way and Milton by moving one parcel from the Milton PAA into the Federal Way PAA. The parcel is undeveloped. The reason for the change appears to be because the development of the site most likely (and logical) service provider would be Federal Way, given the current pattern of road and residential development around the parcel. The motion results from a joint request by the cities and each city has amended their respective comprehensive plans to reflect the change.

Analysis: The proposed change is consistent with the CPPs, GMA, King County Comprehensive Plan.

MOTION 08-2 (MAP AMENDMENT: CITIES OF KIRKLAND AND REDMOND PAA)

Motion 08-1 would amend the PAAs of the cities of Kirkland and Redmond by moving a small subdivision and a city of Kirkland park from the Redmond PAA into the Kirkland PAA. The movement of the subdivision into the Kirkland PAA came at the request of and is supported by the residents of the subdivision. The motion results from a joint request by the cities and each city has amended their respective comprehensive plans to reflect the change.

Analysis: The proposed change is consistent with the CPPs, GMA, King County Comprehensive Plan.

MOTION 08-3 (MAP AMENDMENT: CITY OF SEATAC PAA)

Motion 08-3 would amend the PAA of the city of SeaTac to include a sizable portion of the North Highline urban unincorporated area. The area lies generally east of Des Moines Memorial Drive South, southerly of South 116th Street and west of the city of Tukwila. The land is primarily developed with residences, with higher density residential development and commercial development located along Des Moines Memorial Drive South and on the easterly part of the area abutting the city of Tukwila.

The amended PAA would overlap an area that has already been claimed by both the cities of Burien and Seattle, in changes to their respective comprehensive plans.

Analysis: See discussion related to GMPC Motion 07-2 later in the staff report.

MOTION 07-1 (MAP AMENDMENT: CITY OF SAMMAMISH PAA)

Motion 07-1 reflects and approves City of Sammamish amendments to the city comprehensive plan to include five areas within their PAA.

- Exhibit 2
- Area 1 is a small subdivision that was created as part of the "Oatfield" 4-to-1 proposal, which is accessed and served by utilities through the city. NOTE: The open space created by the 4-to-1 proposal remains rural.
 - Area 2 are the offices of the NE Sammamish Sewer and Water District, which provides utility services to the city.
 - Area 3 is a mix of developed and undeveloped land between the city and the Rural Area.
 - Area 4 is a small subdivision between the city and the Rural Area.
 - Area 5 is primarily the Aldarra Golf Course, with some residential development on the westerly portion.

Analysis: Since these unincorporated urban areas are all adjacent to and receive utility services that come through Sammamish and there is no other city that could annex or serve them, their inclusion within that city PAA is consistent with the CPPs, GMA, King County Comprehensive Plan.

MOTION 07-2 (MAP AMENDMENT: CITIES OF BURIEN AND SEATTLE PAA OVERLAP)

GMPC Motion 07-2 amends the PAA map to show the entire North Highline area (with the exception of the current overlap of the Seattle/Tukwila PAAs¹) as within the designated PAA of both the cities of Burien and Seattle.

Burien and Seattle Actions

In the last ten years, the North Highline area has been the subject of several studies regarding governance options. King County, Burien and Seattle, as well as the North Highline community itself have all conducted studies to analyze financial and service delivery issues related to governance.

In 2006, discussions of governance options for North Highline began to gather steam. Early on, the cities of Tukwila and Sea-Tac² indicated that they had no further interests in North Highline, beyond the PAAs they have already identified.

However, discussions between Seattle, Burien, King County, and residents of North Highline continued. Staff from these jurisdictions met with special districts, including those providing fire, sewer, water and school services, as well as with neighborhood and business organizations.

In November 2006, Burien designated all of the North Highline area as its PAA. However, in May 2007, the Burien city attorney was directed to develop legislation that would concede the previously-designated PAA overlap between Tukwila and Seattle. Burien was expected to but did not adopt such legislation by the end of 2007.

In December 2006, Seattle likewise voted to designate all of North Highline as a PAA in the Seattle Comprehensive Plan. Although the Seattle City Council adopted a resolution in May 2007 including a reconsideration of the 2006 designation of the North Highline PAA as a possible Comprehensive Plan amendment, such a change was not adopted.

Growth Management Hearings Board Decision

Burien and Seattle appealed each other's actions to the Central Puget Sound Growth Management Hearings Board, which issued its decisions on the two appeals (*Seattle v. Burien* and *Burien v. Seattle*) in July 2007. **Note:** In an earlier decision in which two other cities both

¹ Approximately ten years ago, the Interim PAA Map was amended in the northeast corner of North Highline urban unincorporated area along the Duwamish to reflect a 100+ acre "overlap" in the designated PAAs of the cities of Tukwila and Seattle. The remainder of the North Highline is still reflected as a "gap" of unincorporated urban area which is not in the GMPC-ratified PAA of any city.

² SeaTac subsequently took steps to amend their PAA. See discussion of GMPC Motion 08-3.

Exhibit 2

designated the same area as a potential annexation area, the Hearings Board had decided that the first city to designate has the right to the designation.

However, in the Seattle-Burien cases, the Hearings Board abandoned their prior "first-in-time" rationale in favor of emphasizing cooperative and coordinated planning. The Hearings Board latest decision was based in part on a recent Court of Appeals ruling which said "There is no logical reason to conclude that two municipalities may not identify the same area of land for potential annexation simply because one or the other has already done so."

The Hearings Board ruled that neither city had taken an action that was clearly erroneous and that their respective actions comply with the GMA. The ruling further deferred to the County to interpret how such PAA disputes should be resolved and how PAAs should be designated.

Lastly, the Hearings Board recognized that the 'interim' label for the PAA map allows the process to remain fluid and collaborative as jurisdictions work through the issues relating to contested areas.

Additional GMPC Actions

Recognizing that there was a need to address challenges created by overlapping PAAs, the GMPC met to discuss the issue April 16, 2008 (see Attachment 7). At the meeting, the GMPC directed staff to:

- Prepare policy amendments to allow for the annexation within the overlap area, should the city proposing annexation demonstrate a "good faith effort" to negotiate an alternative boundary with affected jurisdictions, and
- Clarify the actions that constitute a "good faith effort".

The GMPC also expressed a preference that policy amendments apply narrowly to the overlap in the North Highline area.

NOTE: A meeting of the GMPC was held June 18, 2008 to review and consider policy amendments that staff were directed to develop.

Analysis

The creation of overlapping PAAs is legal based on recent Court of Appeals and Growth management Hearings Board decisions. It should be understood that this effectively creates a stalemate since no jurisdiction can unilaterally act to annex land within the overlap area.

However, such a stalemate may be preferable to one where NO jurisdiction will lay claim to the North Highline area. The ultimate solution to the overlap issue may reside with actions or steps now being discussed by the GMPC. It should be noted that Policy U-208 (highlighted text below) recognizes the possibility of such overlaps and the role the county could play in resolving them. The steps being undertaken in the GMPC is consistent with the policy.

U-203 The Interim Potential Annexation Areas Map adopted by the Growth Management Planning Council illustrates city-designated potential annexation areas (PAAs), contested areas (where more than one city claims a PAA), and those few areas that are unclaimed by any city. For contested areas, the county should attempt to help resolve the matter, or to enter into an interlocal agreement with each city for the purpose of bringing the question of annexation before voters. For unclaimed areas, King County should work with adjacent cities and service providers to develop a mutually agreeable strategy and time frame for annexation.

MOTION 07-4 (MAP AMENDMENT: CITY OF COVINGTON PAA)

Motion 07-4 reflects and approves a City of Covington amendment to the city comprehensive plan to include three areas within their PAA.

- Area 1 is a park that was transferred to the city approximately four years ago.
- Area 2 is Tahoma High School which receives sewer and water service through the city.

Exhibit 2

- Area 3 land is currently zoned and used for mining and is part of a current mining operation, the majority of which is already within the city limits.

Analysis: Since these unincorporated urban areas are all adjacent to and receive utility services that come through Covington and there is no other city that could annex or serve them, their inclusion within that city PAA is consistent with the CPPs, GMA, King County Comprehensive Plan.

ATTACHMENTS: None

Interim PAA Map Amendment

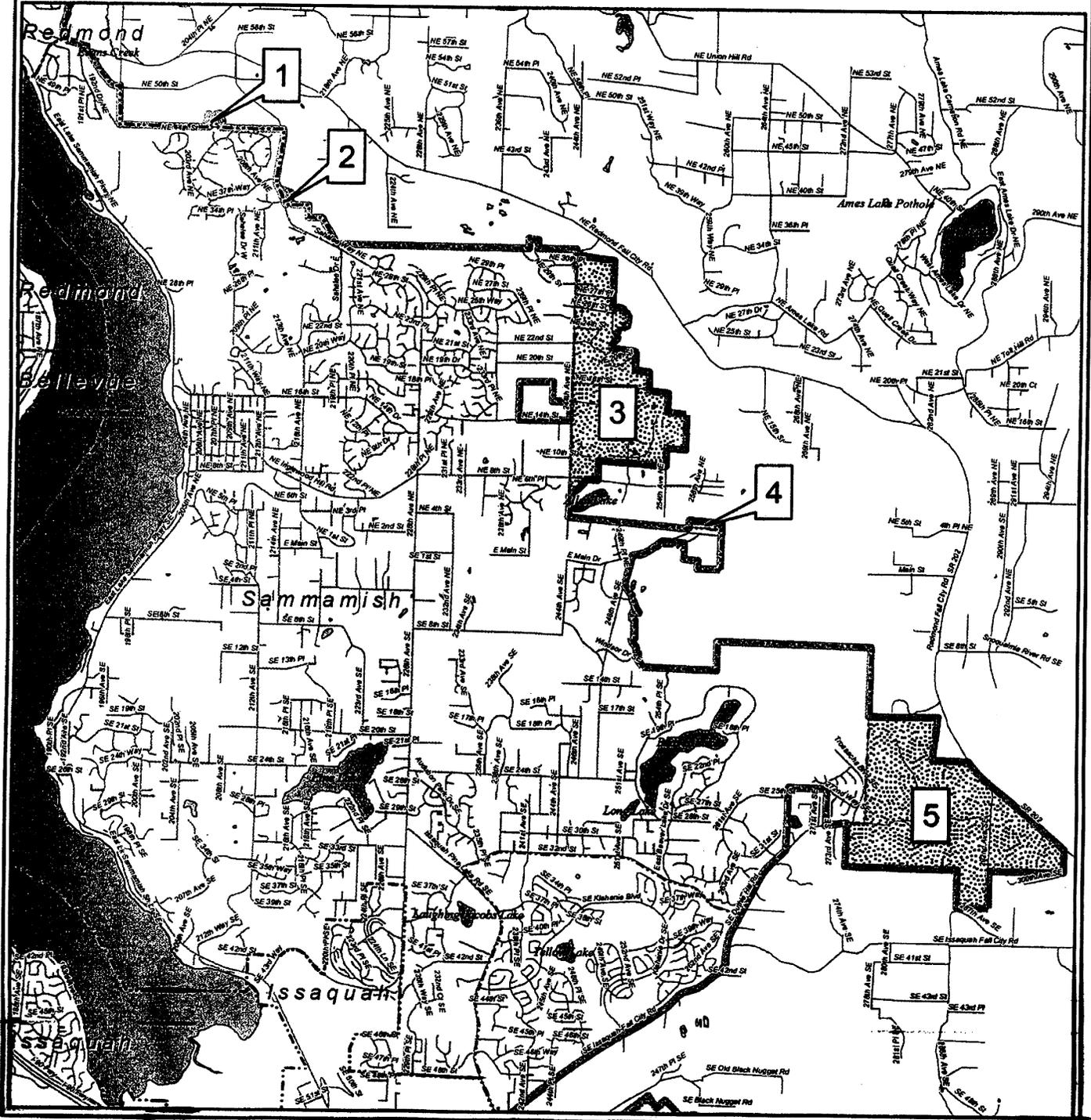


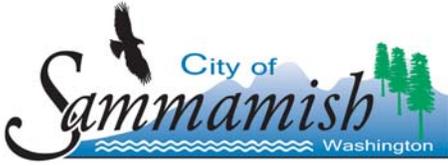
The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

-  Urban Growth Boundary
-  Incorporated Areas
-  Unincorporated Urban Areas



m:\pa\arcmaps\20070504_sammamishPAA.mxd
 MCCOMBSP\tdes707UGS-M\maps\200603\mccombap_20070504_sammamishPAA.pdf





CITY COUNCIL AGENDA BILL

Subject:
Sammamish Commons Plaza Restroom Building
Modifications – Final Project Acceptance

Meeting Date: Sept 2, 2008

Date Submitted: August 27, 2008

Originating Department: Parks and Recreation

Clearances:

Action Required:
Accept construction of Sammamish Commons Plaza
Restroom Building modifications by Ellis
Construction as complete.

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Police
<input type="checkbox"/> Public Works	<input type="checkbox"/> Fire
<input type="checkbox"/> Building/Planning	<input checked="" type="checkbox"/> Attorney

Exhibits:
1. Resolution

Budgeted Amount: NA

Summary Statement:

This restroom building modifications at the Sammamish Commons Plaza included the addition of a three-compartment sink, a mop sink, and hot water service to the sinks in both restrooms. Provision of these services (sinks and hot water) was required by the King County Health Department for events such as the Farmers Market.

All work on the restroom building modification project has been successfully completed; a final inspection has been held and the contractor has completed the final punch list of deficiencies. Acceptance by City Council is necessary before the Department of Revenue is asked to close the project so that the contractor's retainage may be released.

Background:

The contract for the construction of the Sammamish Commons Plaza Restroom Modification was awarded by Council on April 1, 2008 to Ellis Construction in the amount of \$25,244.40. One Change order was issued in the amount of 4,470.87 for unforeseen work items. The project has been successfully completed and City staff are ready to closeout the project.

Financial Impact:

None.

Recommended Motion:

Approve resolution for acceptance of the construction of the Sammamish Commons Restroom Building Modification Project by Ellis Construction as complete.

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2008-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ACCEPTING THE SAMMAMISH COMMONS
PLAZA RESTROOM MODIFICATION PROJECT AS COMPLETE**

WHEREAS, at the Regular Council meeting of April 1, 2008, the City Council authorized the City Manager to enter into a contract with the lowest bidder for the Commons Plaza Restroom Modification Project; and

WHEREAS, the City Manager entered into a contract with Ellis Construction, on April 14, 2008; and

WHEREAS, the project was substantially completed by the contractor on August 15, 2008;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Acceptance of the Sammamish Commons Plaza Restroom Building Modification Project as Complete. The City of Sammamish hereby accepts the Sammamish Commons Restroom modification project as complete.

Section 2. Authorization of Contract Closure Process. The City of Sammamish Director of Parks and Recreation is hereby authorized to complete the contract closure process upon receiving appropriate clearances from the Department of Revenue, the Department of Labor and Industries and the Department of Employment Security.

Section 3. Effective Date. This resolution shall take effect immediately upon signing.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF _____ 2008.**

CITY OF SAMMAMISH

Mayor Lee Felling

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: August 27, 2008

Passed by the City Council:

Resolution No.: R2008-_____



CITY COUNCIL AGENDA BILL

Subject:

Sammamish Commons Phase II – Design documents for the Sammamish Commons Phase II project.

Meeting Date: September 2, 2008

Date Submitted: August 27, 2008

Originating Department: Parks and Recreation

Clearances:

- | | |
|---|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input checked="" type="checkbox"/> Attorney |

Action Required:

Authorize the City Manager to sign a contract with Site Workshop in the amount of \$137,800 for architectural services for the Sammamish Commons Phase II project.

Exhibits:

1. Contract

Budgeted Amount: \$942,800 allocated in the 2007-08 budget for Sammamish Commons Phase II for planning, design and construction. \$100,000 identified in the 2009-14 CIP for the trail redevelopment project (pending budget approval).

Summary Statement:

This contract is for architectural services for the Sammamish Commons Phase II project. The scope of work includes design development, preparation of construction drawings and bidding materials, permit coordination, construction administration and project close-out.

Site Workshop was selected in 2007 to update the Site Plan for the Lower Sammamish Commons. Based on the quality of previous planning and design work of a similar nature, and their recent experience with the Sammamish Commons Phase II project, Site Workshop was selected as the architectural firm for this final phase of the project.

The Phase II improvements include an access drive, parking, placement of the Freed House, and permanent access (road and parking) to the Sween House. The project also includes redevelopment of the trail running from the Upper Commons to the Lower Commons (north of the Kellman property). Site Workshop is providing project coordination for all the three projects in the Lower Sammamish Commons (Sammamish Commons Phase II, Sween House Remodel and the Freed House Relocation).

The trail redevelopment project will be bid separately and is expected to be complete by June 2009 (in time for the 4th of July Celebration.) The balance of the Sammamish Commons Phase II Improvement Project will commence in the summer of 2009 (at the conclusion of the 4th of July Celebration.)

Background:

The City purchased the Lower Sammamish Commons site in April 2002. A simple master plan for the 20-acre site was adopted in 2003.

Sammamish Commons Park opened in 2006. The first phase of park development did not include parking for the lower area of the park and was identified for a separate phase.

An updated Site Plan was completed in 2008 and identified a new point of entry for the lower park, a new location for parking, the site for the Freed House, and permanent access (road and parking) for the Sween House. The Town Center

Financial Impact:

The contract with Site Workshop for architectural services is in the amount of \$137,800. A total of \$942,800 is allocated in the 2007-2008 Budget for the Sammamish Commons Phase II project. An additional \$100,000 is identified in the 2009 CIP (pending budget approval) for the trail redevelopment project.

Summary of Committed Expenditures

\$50,000	Updated Site Plan
\$17,600	Topographic and Utility Survey
<u>\$137,800</u>	Design Development/Construction Management
\$205,400	TOTAL COMMITTED EXPENDITURES

Recommended Motion:

Authorize the City Manager to sign a contract with Site Workshop for architectural services for the Sammamish Commons Phase II project.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Site Workshop

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Site Workshop, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "A"

A sum not to exceed

Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2010, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

Exhibit 1

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended

Exhibit 1

and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant warrants that for 2 years following termination of this contract, no officer, agent or employee of Consultant will enter into any contract or agreement with any entity that is currently engaged in litigation with the City or which is in the future engaged in or has threatened litigation with the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either

Exhibit 1

of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 898-0660

Notices to the Consultant shall be sent to the following address:

Company Name Site Workshop
Contact Name Mark Brands
Street Address 1927 Post Alley
City, State Zip Seattle, WA 98101
Phone Number (206) 285-3026
Email markb@siteworkshop.net

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: MBM.

Title: City Manager

Title: PARTNER

Date: _____

Date: 8/27/08

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A



SCOPE OF SERVICES

PROJECT OVERVIEW & PROGRAM

The Sammamish Lower Commons Concept Studies were approved by the City Council in July 2008. The Concept Studies provide a comprehensive list of program elements and estimated costs that will guide the improvements of the park. This phase of work will also include a new accessible trail from the upper to the lower commons, location of the Freed House foundation and related parking, utilities and site amenities, and provision of parking, utilities and site amenities for the Sween House.

The project will be broken into two bid packages: 1) Lower Commons Improvements and 2) Upper to Lower Commons Trail Improvements. The Trail bid package will be accelerated and finalized prior to the Lower Commons bid package. The project schedule is noted below.

The project areas are shown at the end of this document.

PROJECT TEAM

City of Sammamish Department of Parks and Recreation (Parks) is the owner of the property and will manage the project. Site Workshop (Consultant) will be the lead consultant. They will be responsible for contractual agreements with Parks, project management, communications, meetings, project invoicing, design, drawing coordination, approvals, and management of their sub-consultants for the project. Sub-consultants will contract directly with the Consultant. Sub-consultant team will consist of a civil engineer and electrical engineer. A consultant for traffic analysis will also be included for the first task of work. Their scope of work is attached to this scope of services noting their assumptions and tasks necessary to complete the work.

Consultant teams for the Freed House and Sween House projects will be contracted directly with the City of Sammamish Department of Parks and Recreation. Site Workshop will coordinate all site improvements outside of the building areas. Consultants for the Sween House remodel will be responsible for all building permitting.

Lower Commons Project team:

Lead Consultant & Landscape Architecture	Site Workshop (Mark Brands)
Civil Engineering	WR Consulting, Inc. (John Rundall)
Electrical Engineering	AES (Bud Reichard)
Traffic Analysis	Tilghman Group (Ross Tilghman)

Freed House & Sween House Projects Teams:

Architecture – Freed House	BOLA Architecture + Planning (Rhoda Lawrence)
Architecture – Sween House	Johnston Architects (Mark Pivoto)

Consultants for surveying and geotechnical engineering are not included in this scope of work. All sub-consultants for the Freed House and Sween House are not included.

Exhibit 1

REVIEW PROCESS

The project review process will include permit submittals submittals/reviews to the City of Sammamish and Parks submittals/reviews at milestones noted below. Critical meetings and submittals are listed for reference for each type of review.

City / Public Utility Review

The City of Sammamish will be responsible for review and approval of various components of the project. Consultant will be responsible for coordinating and submitting all documents for agency review. All permit fees will be paid by Parks or the general contractor. Meeting attendance, quantities and dates will be as noted in the Scope of Work below. Meetings and submittals include:

- Pre-Application Meeting with City of Sammamish
- Conditional Use Permit (CUP) Submittal
- SEPA Submittal (submitted with CUP)
- Traffic Impact Review
- Conditional Site Development Permit
- Stormwater Drainage Report
- Foundation Permit
- Construction & Grading Permit

Sammamish Department of Parks & Recreation Review

Parks will review and approve all design and documentation throughout the course of the project. Parks staff will review the project at milestone submittals as proposed under the scope of work. The consultant will not proceed to the next task of work without the written approval to proceed from Parks.

SCOPE OF WORK

The following scope of work describes the proposed activities, meetings and deliverables necessary to complete park improvements. The project includes the following tasks of work: Planning & Permitting, Contract Documents and Bidding, Construction and Project Close-Out. The project program from the Concept Studies that were presented and approved by the City Council in July 2008 will be used as the basis of design. In addition, improvements will include a new accessible trail from the upper to the lower commons, location of the Freed House foundation and related parking, utilities and site amenities, and provision of parking, utilities and site amenities for the Sween House. Reference the Project Schedule in this document for an outline of key dates associated with each phase of work.

Task 1.0 Planning / Design Development

Prepare Design Development documents, consisting of plans, elevations and other preliminary drawings required to establish and illustrate the size and character of the entire project. The documents will contain a description of the kinds of materials, civil and electrical systems, and such work as may be required, including a description of equipment items that will be furnished under the construction contracts. Drawings will be set up and formatted to the final drawing scales anticipated for the Contract Document phase of work.

This task of work will also include a Transportation Analysis, a Conditional Use Permit, and a Conditional Site Development Permit. Refer to a detailed scope of services for the Transportation Analysis at the end of this document.

Exhibit 1

Meetings

- One (1) Permit Coordination Meeting with the City of Sammamish
- Two (2) team coordination Meetings with Consultant Team and Parks

Deliverables

- Transportation Analysis Report
- Conditional Use Permit Submittal (documentation format TBD)
- Conditional Site Development Permit Submittal (documentation format TBD)
- 100% Design Development Documents, 3 Full Size Copies + Digital Copy (Adobe PDF Format)
 - Existing Conditions Plans
 - Demolition Plans
 - Temporary Erosion & Sedimentation Control Plan
 - Stormwater & Utility Site Plan
 - Layout Plans – Park Wide and Enlargement Areas
 - Grading & Drainage Plans (may be combined with Layout Plans in DD phase)
 - Site Section / Elevations / Detail Plans
 - Irrigation Plan & Notes
 - Planting Plan & Notes
 - Electrical & Lighting Site Plans
- Outline Specifications
- Updated Project Cost Estimate
- Updated Project Schedule

Task 2.0 Contract Documents & Bidding

Upon Parks written approval of Task 1 documents, prepare all drawings, project manual (specifications), cost estimates, and other documents necessary to support a contract for the construction of the project as defined in the Design Development task. Documents will describe materials, workmanship, finishes, methods of construction, equipment and the conditions affecting the work all as required for securing complete and proper guidance for all divisions of the construction work. Preparation of the general conditions (Section 0) will be prepared by Parks and incorporated into the project manual for bid by the Consultant. Bidding and advertisement of the contract documents will be the responsibility of Parks. Bid alternates will be identified as directed and approved by Parks.

Meetings

- One (1) Permit Coordination Meeting with the City of Sammamish
- Three (3) team coordination Meetings with Consultant Team and Parks

Deliverables

- Contract Document Submittals (documents as outlined in the DD Phase)
 - 65% Contract Documents, 3 Full Size Copies + Digital Copy (Adobe PDF Format)
 - 95% Contract Documents, 3 Full Size Copies + Digital Copy (Adobe PDF Format)
 - Foundation Permit Submittal Freed House (at 65% or 95% CD's, TBD)
 - Grading Permit Submittal (at 65% or 95% CD's, TBD)
 - 100% Contract Documents, 1 Full Size Copy for final review
 - Bid Set Contract Documents, 1 Full Size reproducible set
- Project Manual (general conditions, specifications, and system calculations and analysis) submitted with each Contract Document submittal noted above
- 65% & 95% CD Project Cost Estimate with Bid Alternates
- Updated Project Schedule at each Contract Document submittal phase
- Minutes from all meetings

Exhibit 1

Task 3.0 Construction Administration

Upon Parks written notification to the Contractor to proceed with construction, observe the construction activities and the construction site as noted below to keep Parks informed of compliance with the project schedule and contract documents. Perform all responsibilities of the Consultant described in the standard Parks General Conditions.

Meeting

- Attend Preconstruction Meeting for each contract
- Weekly Progress Meetings & Site Inspections

Deliverables

- Weekly Meeting Notes
- Construction observation reports
- Shop drawing and submittal review
- Request for Information/Clarification Responses
- Processing of Parks Change Order Proposals
- Punch List Notes
- Final Acceptance for Building Permit
- Pay Application Processing

Task 4.0 Project Close-Out

Upon completion of Tasks 1-3, all original drawings, tracings and copies of specifications, manuals, guarantees, warranties, sample materials, including change order tracings and contractor-marked reproducible showing concealed as-built changes, will be delivered to Parks. Upon specific request of Parks provide as-built drawings of all work digitally and on mylar.

Deliverables

- Project Documents noted above for all consultant Contract Documents

Exhibit 1

PROJECT SCHEDULE

The proposed Project Schedule for the design phases are intended as a guide for the project and will be revised at each major milestone submittal noted above.

Task	Dates	Duration
Task 1.0 Permitting / Design Development	Sep – Oct 08	2 months
Permit Coordination Meeting with City	Sep	
CUP, CDSP, Traffic Impact Review & SEPA Submittal	Oct	
100% Permitting/ DD	Oct	
Task 2.0 Contract Documents & Bidding	Nov 08 – Apr 09	6 months
65% CD's	Dec 08	
95% CD's	Feb 09	
100% CD's / Bid Set: Trail Package	Mar 09	
100% CD's / Bid Set: Lower Commons Package	Apr 09	
Bid Period: Trail Package (3 weeks)	Mar 08	
Bid Period: Lower Commons Package (3 weeks)	Apr 08	
Task 3.0 Construction Administration	Apr 09 – Sep 09	6 months
Trail Construction	Apr 09 – June 09	2 mo
Lower Commons Construction	May 09 – Sep 09	4 mo
Task 4.0 Project Close-Out	Sep 09	1 month

FEE SUMMARY

Fees will be invoiced on a percentage of completion on a not-to-exceed amount as noted below. The format for invoices will be as approved by Parks.

Task	Fee	Basis
Task 1.0 Permitting / Design Development	\$43,900.00	Lump Sum
Task 2.0 Contract Documents + Bidding	\$59,500.00	Lump Sum
Task 3.0 Construction Administration	\$31,000.00	Lump Sum
Task 4.0 Project Close-Out	\$3,400.00	Lump Sum
Subtotal	\$137,800.00	

REIMBURSABLE EXPENSES

Reimbursable expenses will be billed at cost plus 10% and will include all expenses incurred by Site Workshop. These include supplies, materials, reproduction, delivery, and travel required for to complete the scope of services.

Exhibit 1

HOURLY RATE SCHEDULE

Hourly rates are subject to change annually in January of each year.

Site Workshop

Partner-in-Charge	\$120/hr
Project Manager	\$90/hr
Landscape Architect	\$75/hr
Technical Support	\$65/hr
Administrative	\$55/hr

WR Consulting (Civil)

Principal	\$100/hr
Drafter	\$60/hr
Administrative	\$45/hr

AES (Electrical)

Principal	\$105/hr
Designer	\$85/hr
Drafter	\$65/hr
Administrative	\$45/hr

Tilghman Group (Traffic)

Ross Tilghman	\$160/hr
Katherine Casseday	\$190/hr

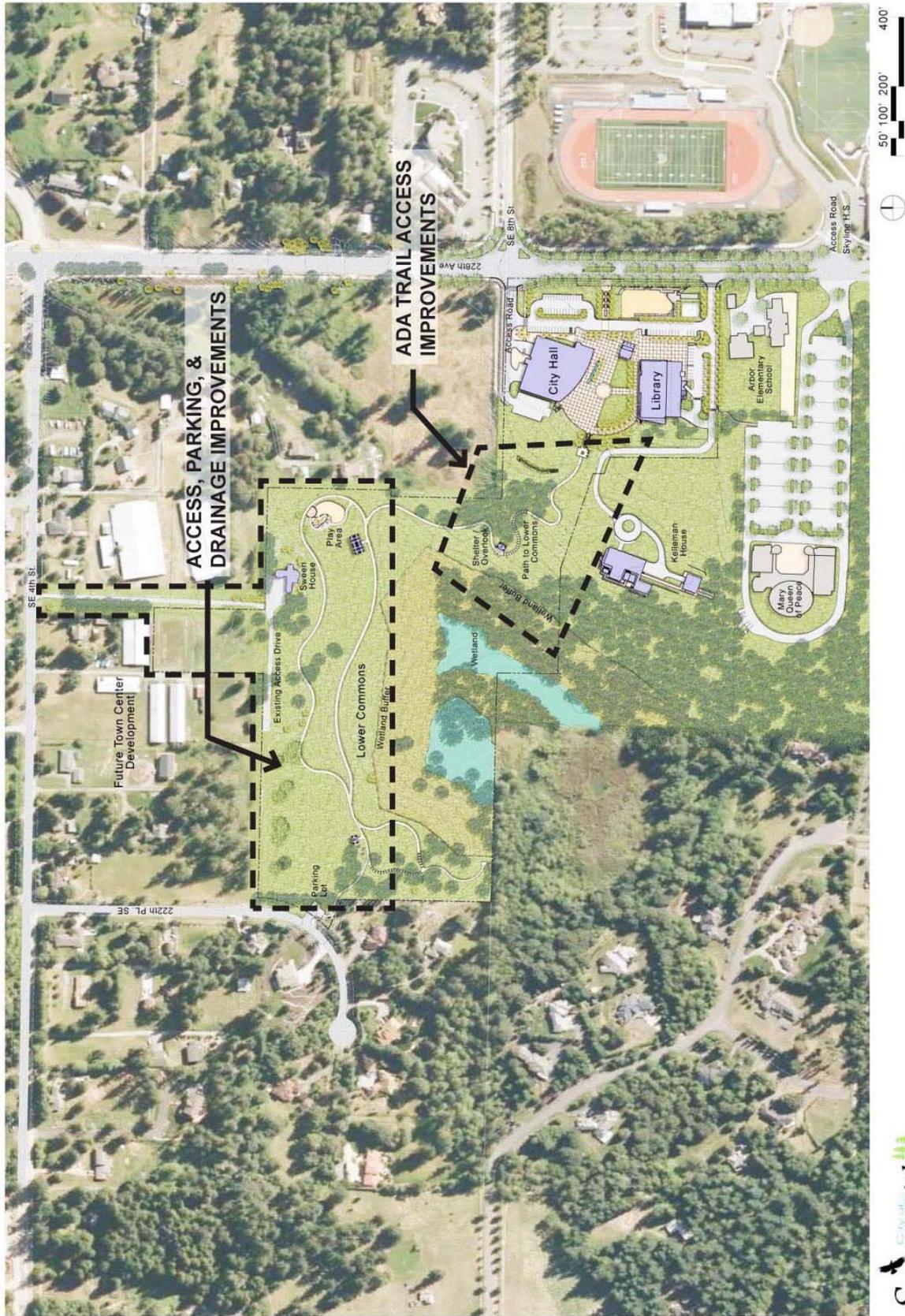
ASSUMPTIONS

1. Parks will provide current base and survey information related to the park and surrounding context. Format to be AutoCAD compatible version and hard copy.
2. Parks will provide all geotechnical research and analysis information for Contract Documents
3. All signage (ADA, entry signs, etc.) will be located on the contract documents as part of the site improvements. Parks will be responsible for permitting, fabricating, and installing the signs.
4. This project will be designed and documented in one continuous effort with two bid packages as noted above.
5. Final plans printing for distribution to contractors, consultants, and approval agencies will be charged to the project as a reimbursable expense.

EXCLUSIONS

1. Presentations at hearings or review committees other than described or budgeted herein.
2. Environmental review and wetland delineation.
3. Materials testing or soils analysis for horticultural purposes.
4. Plan processing or cost of permits and fees.
5. Design or Construction Documents outside the project boundary, or offsite improvements areas as noted on the attached plan.
6. Special research or documentation other than that noted herein.
7. Scale models or illustrative perspectives.
8. Survey, Geotechnical and Hazardous Materials & Abatement consulting.
9. Cost estimating other than the work depicted in the Scope of Work.
10. Water auditing or special agency submittals on irrigation.
11. Consultation or services related to maintenance or operations.
12. Improvement to adjacent streets including replacement of vehicular paving, crosswalks, curb ramps, traffic signals, sidewalks, lighting and utilities unless otherwise noted herein.
13. As-Built drawings of existing buildings
14. Record drawings of park improvements.
15. Hydrologic modeling for off-site stormwater conditions.

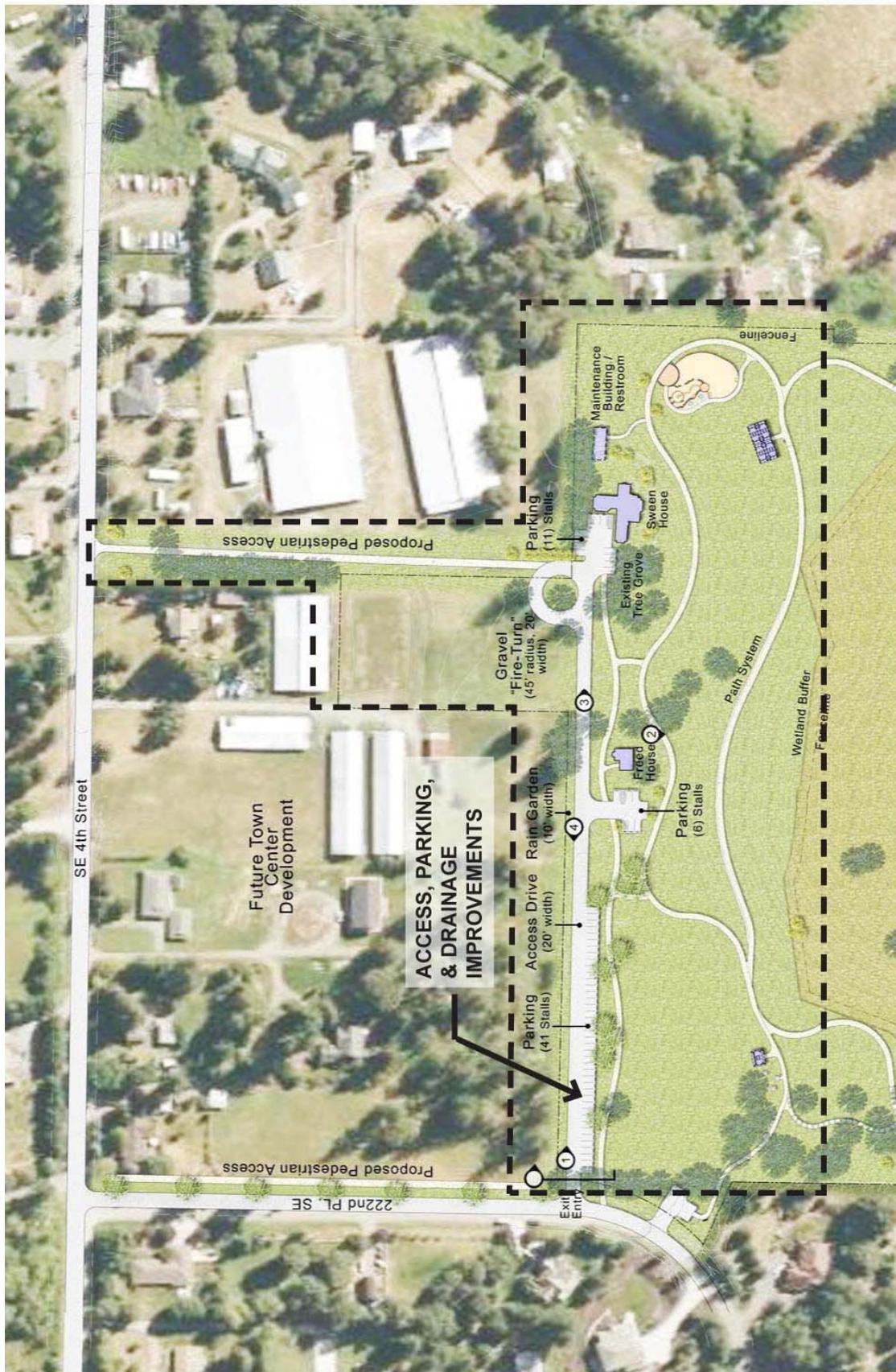
PROJECT WORK LIMITS



Project Context



Site Workshop
LANDSCAPE ARCHITECTURE



Preferred Plan



Exhibit 1

WORK PLAN FOR TRANSPORTATION ANALYSIS

The transportation analysis will assess the proposed park's travel demands. It is intended to be a limited analysis sufficient for a SEPA checklist review as well as for checking consistency with local transportation concurrency requirements. In particular, it will test whether the project meets the City's threshold of generating 10 vehicular trips in the afternoon peak hour for which a traffic analysis would be required. It will also include analysis of parking demands, and consideration of pedestrian needs and opportunities to coordinate access with the recently approved Town Center Plan, immediately adjacent.

Ross Tilghman will manage the project and provide analysis of travel characteristics. Katherine Casseday, PE, will oversee the analysis and provide guidance on mitigation measures should any be required.

Tasks

1. **Project scope and refinement.** At the outset, we would meet with the project team to discuss the scope of the analysis and confirm schedules for delivering the report. In particular, we will need to establish working assumptions about access to 222nd Pl. SE and potential access to the proposed Town Center.
2. **Trip Generation.** Parks, especially passive parks, have little statistical data regarding vehicular trips to and from the park across the day. Even the Institute of Transportation Engineers has very little information about the traffic characteristics of city parks. Accordingly, this study will estimate peak hour and daily trip generation using projections of park population, and users' likely modes of travel. This will be done on an hourly basis for all 24 hours of a weekday. Estimates will be made individually for the Sween House, the Freed House and the remainder of the park based on the team's and City's agreed view of their potential activity patterns.

A key test for the trip generation task is to determine whether the project will generate 10 or more trips in the PM peak hour. If it does, then the work will proceed as described below. If it does not, then no further traffic analysis would be required by City of Sammamish code, although review of parking demands will be done to verify master plan sufficiency.

3. **Distribution of traffic.** The geographic distribution of traffic will be estimated based in part on the distribution of residential units in the city relative to the park's location, on the proximity of schools and other recreational sites, and on the local street network. The distribution will be reviewed with the City of Sammamish to determine which intersections will be analyzed for the effect of park traffic on operating quality.
4. **Data Collection.** Existing traffic data will be used to the extent that it is already available from City files or recent transportation reports for study area intersections. However, if recent counts are not available, we will conduct new counts. Current PM peak traffic volumes will be collected for these intersections for a 2-hour period:
 - o SE 4th/218th Ave SE
 - o SE 4th/222nd Pl SE
 - o SE 4th/228th Ave SE
5. **Background Traffic Volumes.** Growth in traffic over today's volumes will be estimated for the project's opening year based on planned and approved projects in the area, and on general traffic increases as determined from local land use and travel models.
6. **Intersection level of service** will be calculated for intersections affected by park traffic in the PM peak hour. Consistent with City of Sammamish traffic analysis requirements, intersections expected to carry 10 or more project trips in the peak hour will be analyzed. At a minimum, analysis will include the park's driveway on 222nd Pl. SE and the intersection of SE 4th/222nd Pl. SE.

Exhibit 1

7. **Concurrency Test & Mitigation.** Traffic volumes and operating quality will be compared to City standards to determine whether the project satisfies transportation concurrency requirements and maintains acceptable levels of traffic operations. Any deficiencies will be noted and measures to bring operations to acceptable levels will be proposed and evaluated.
8. **Parking.** Demand for parking will be estimated using the same assumptions described for calculating trip generation. Demands will be identified individually for the Sween House, Freed House and the rest of the park. Peak demand will be identified and compared to proposed supply to determine the supply's adequacy. The potential for shared parking with Town Center will be evaluated.

All assumptions and findings will be documented in a written report, illustrated with maps and charts as appropriate. A draft report will be submitted for client review and a final report will be prepared following receipt of comments on the draft.

Schedule

The analysis can be completed in 4-5 weeks. If work is needed to refine access plans between the Lower Commons Park and Town Center, some additional time may be required to reach agreement on access options.

Budget

The work described above can be completed for a budget not to exceed \$7,600. This amount provides for new PM peak hour traffic counts at up to 3 intersections, for up to 3 meetings to discuss assumptions and findings, and for reasonable, editorial revisions to the draft report. Additional meetings, presentations, tasks, or scenarios for analysis would require additional budget.

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
 801 228th Avenue SE
 Sammamish, WA 98075
 Phone: (425) 295-0500
 FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

 Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.

Check # _____ Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- Corporation (LLC) Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 91-2085743

Social Security No.: _____

Print Name: Mark Brands

Title: Partner

Business Name: Site Workshop LLC

Business Address: 1927 Post Alley, Seattle, WA 98101

Business Phone: (206) 285-3026

8/27/08
Date

MRB
Authorized Signature (Required)



CITY COUNCIL AGENDA BILL

Subject:

Contract with PACE Engineers, Inc. to complete a topographic and utility survey for the Sammamish Commons Phase II Project (Lower Sammamish Commons)

Meeting Date: September 2, 2008

Date Submitted: August 27, 2008

Originating Department: Parks and Recreation

Action Required:

Authorize the City Manager to sign a contract with Pace Engineers, Inc. to complete a topographic and utility survey for the Sammamish Commons Phase II Project in the amount of \$17,600.

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Police
<input type="checkbox"/> Public Works	<input type="checkbox"/> Fire
<input type="checkbox"/> Building/Planning	<input checked="" type="checkbox"/> Attorney

Exhibits:

1. Contract

Budgeted Amount: \$942,800 is allocated in the 2008 budget for the Sammamish Commons Phase II Improvement Project.

Summary Statement:

An updated topographic and utility survey is required to complete construction drawings and establish finish grades for the Sammamish Commons Phase II project. Previous survey work done in the area of the Lower Sammamish Commons was completed prior to park development; therefore an updated survey is needed.

The Phase II improvements are located in the Lower Sammamish Commons and include an access drive, parking, placement of the Freed House, and access to the Sween House. The area of the trail running from the Upper Commons to the Lower Commons (north of the Kellman property) will also be included in the survey as the trail improvement project is scheduled for the spring of 2009. The total area of the survey is approximately 16-acres.

Based on the project approach, work with projects of a similar nature, the experience and qualifications of staff and the ability to meet the project timeline, PACE Engineering, Inc. was selected for the project. The new survey data will be merged with the previous survey work done by PACE Engineering, Inc. to create a complete base map for the entire Sammamish Commons Park.

Background:

The City purchased the Lower Sammamish Commons site in April 2002. A simple master plan for the 20-acre site was adopted in 2003. An updated Site Plan was completed in 2008 and identified a new point of entry for the lower park, a new location for parking, the site for the Freed House, and permanent access (road and parking) for the Sween House.

Financial Impact:

The contract with PACE Engineers, Inc. for consultant services is in the amount of \$17,600. A total of \$942,800 is allocated in the 2007-2008 Budget for the Sammamish Commons Phase II project. This amount is intended to fund design and construction.

Recommended Motion:

Authorize the City Manager to sign the contract with PACE Engineers, Inc. to complete a topographic and utility survey for the Sammamish Commons Phase II project.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: PACE Engineers, Inc

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and PACE Engineers, Inc, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "A"

A sum not to exceed \$17,600

Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2008, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

Exhibit 1

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may

Exhibit 1

be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant warrants that for 2 years following termination of this contract, no officer, agent or employee of Consultant will enter into any contract or agreement with any entity that is currently engaged in litigation with the City or which is in the future engaged in or has threatened litigation with the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either

Exhibit 1

of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 898-0660

Notices to the Consultant shall be sent to the following address:

Company Name PACE Engineers, Inc
Contact Name William Hawkins
Street Address 11255 Kirkland Way, Suite 300
City, State Zip Kirkland, WA 98033
Phone Number (425) 827- 2014
Email billh@paceengrs.com

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: W. R. Adams

Title: City Manager

Title: PRINCIPAL SURVEYOR

Date: _____

Date: 8/26/2008

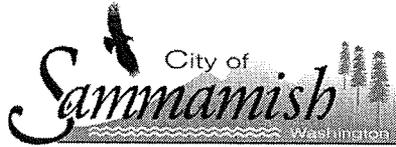
Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A



SCOPE OF SERVICES

Area of Coverage:

The survey will cover the northerly portion of the Sammamish Commons Park area, as shown on the preferred plan site drawing containing approximately 13 acres. Additionally about 3 acres will be mapped lying north of the Kellman house and west of the City Hall.

Scope of Work:

- Order a title report to disclose all easements of record affecting the property.
- Run control traverse as required for establishing survey control.
- Provide site mapping. Mapping will indicate 1' contours and spot elevations for all structures and/or improvements, including buildings, curbs, retaining walls, walkways, pathways, driveways, fences, utilities, signs, ditches, bridges, and culverts.
- Underground utilities will be located from surface indications, private underground locator markings and on available record information.
- The depth of the radio frequency locatable utilities will be recorded by the locator and shown on the map.
- Property boundaries, easements and adjoining Rights-of-Way per deed description, based on previous work on the property.
- Trees will be located as follows: conifers 8" or greater, deciduous 12" or greater (with D.B.H., species and drip line).
- Topographic survey will be drafted at a scale of 1"=20'.
- The new survey will be merged with the previous work done by PACE to create one base map for the park area.
- Horizontal datum will be NAD 83 91 Washington State Plane North Zone
- Vertical datum will be NAVD88.
- An ASCII file of the reduced survey points with Number, Northing, Easting and Elevation will be provided.
- An electronic AutoCad file with TIN of digital terrain model for the topographic survey, including a copy of the LDD directory with files which make up the surface will be provided.
- Hard copies and electronic AutoCAD files will be supplied.

The above scope of work and related fee has been based on the following assumptions:

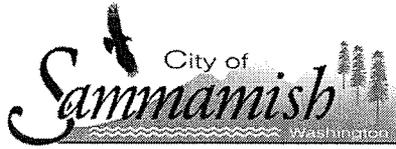
Controlling monuments exist, can be readily recovered and no discrepancies are found in the record property information, current measurements or adjoining property descriptions.

Excavating (potholing) the utility is not included in this scope. We can coordinate subsurface utility excavation if required.

Fee Schedule

The cost for the Survey will be completed on a **Time and Materials in the amount Not to Exceed \$17,600.00.**

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

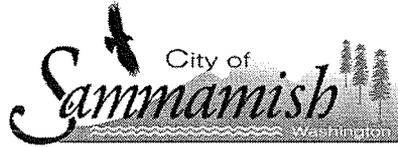
Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

<i>Finance Dept.</i>	
Check # _____	Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

Corporation

 Partnership

 Government Consultant
 Individual/Proprietor

 Other (explain)

TIN No.: 91-1553757

Social Security No.: _____

Print Name: Kent Vosmer

Title: Controller

Business Name: PACE Engineers, Inc

Business Address: 11255 Kirkland Way, Ste 300 Kirkland WA 98033

Business Phone: 425 827. 2014

8/26/08
Date

Kent Vosmer
Authorized Signature (Required)



CITY COUNCIL AGENDA BILL

Subject:
Sween House Renovation - Architectural Design
Services

Meeting Date: September 2, 2008

Date Submitted: August 27, 2008

Originating Department: Parks and Recreation

Clearances:

- | | |
|---|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input checked="" type="checkbox"/> Attorney |

Action Required:
Authorize the City Manager to sign a contract with
Johnston Architects, PLLC for consultant services for
the Sween House renovation project.

Exhibits:
1. Contract

Budgeted Amount: \$300,000 is allocated in the General Capital Improvement Fund for the
Sween House Remodel.

Summary Statement:

The Sween House (1,800 sq. ft. residence located in the Lower Sammamish Commons) is being converted to office space for use as a youth counseling center. The space will be leased to Friends of Youth and Youth Eastside Services (YES); both agencies provide youth counseling services in the Sammamish area.

This contract is for architectural services to include the production of construction drawings, permitting, specifications, and construction administration for the renovation project. A list of site improvements and a revised floor plan were established in early 2008 and will serve as the basis for this next phase of work.

The service drive, parking lot, and access drive required to obtain an occupancy permit are being designed as part of the Sammamish Commons Phase II Improvement Project. Site Workshop, the architect for the Phase II project, will provide project coordination for the three projects (Sammamish Commons Phase II, Sween House Remodel and the Freed House Relocation).

Background:

A preliminary evaluation of the Sween House was done by RVL A, Inc. P.S. in the Spring of 2008. A structural evaluation, an HVAC evaluation, project cost estimates, and a list of improvements were identified as part of the preliminary work. The conceptual design and layout were approved by Friends of Youth and YES.

The project is expected to go to bid in late 2008 and be completed in the summer of 2009.

Financial Impact:

The contract with Johnson Architects, PLLC. for consultant services is in the amount of \$42,490. A total of \$300,000 is allocated in the 2007-2008 Budget for the Sween House Remodel. This amount is intended to fund design and construction.

Recommended Motion:

Authorize the City Manager to sign a contract with Johnston Architects, PLLC for architectural services for the Sween House Remodel.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Johnston Architects PLLC

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Johnston Architects PLLC, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

___ According to the rates set forth in Exhibit "___"

XX A sum not to exceed **\$42,490.00**

___ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2010, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.
4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.
5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

7. Insurance.

- A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

- B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.
10. **Termination.**
- A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.
- B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.
- D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.
- E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.
11. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.
12. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
13. **Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant warrants that for 2 years following termination of this contract, no officer, agent or employee of Consultant will enter into any contract or agreement with any entity that is currently engaged in litigation with the City or which is in the future engaged in or has threatened litigation with the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.
14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.
15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.
16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 898-0660

Notices to the Consultant shall be sent to the following address:

Company Name Johnston Architects PLLC
Contact Name Marc Pevoto
Street Address 100 NE Northlake Way
City, State Zip Seattle, WA 98105
Phone Number 206-523-6150
Email marcpevoto@johnstonarchitects.com

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: MARC PEVOTO 

Title: City Manager

Title: PARTNER

Date: _____

Date: 08.26.08

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

August 26, 2008

Mr. Mark Vysoky
City of Sammamish Parks and Recreation
801 228th Ave SE
Sammamish, WA 98075

Re: Sween House Renovation Scope of Work

Dear Mark,

The following is our understanding of the scope of work for the Sween House renovation in Sammamish, WA. As mentioned in the request for proposals (RFP), the 1,800 square foot residence will be converted into office space which will initially be used as a youth counseling facility. The work will include production of construction drawings, permitting, specifications and construction administration for the renovation of the structure.

As we agreed in our recent phone conversations, Johnston Architects pllc (JA) will be responsible for all permit submittals related to the permit acquisition and construction of the project. JA will also be responsible for the coordination of all septic system upgrades. The scope of work also includes the design and/or coordination for all plumbing revisions, phone system installation, electrical modifications and internet service as part of the project.

As also noted in the RFP, JA will be responsible for designing the building renovation with basic finishes necessary to obtain an occupancy permit. Interior and exterior improvements to the building including ADA ingress and egress are also part of the required architectural services. These improvements include flooring, restroom fixtures, windows, roofing, siding, doors, basic lighting, painting and finishing. The specific products will be outlined in a specifications manual in CSI format.

To further clarify, interior furnishings are not part of our scope of work for this project. Other than required structural elements, basement level improvements are not included in this scope of work. The City of Sammamish is currently working with a separate consultant on the vehicular and pedestrian access to the facility as well as basic landscaping services. This consultant will be responsible for permit requirements regarding their own scope of work.

The fee proposal has been established based on an estimated maximum for the cost of improvements not to exceed \$300,000. The base fee for our scope of work is based on Washington State fee guidelines for a schedule B structure, is \$39,240. We have also included potential additional services for 'as-built' documentation and any requested presentation work. We understand that the City has some digital as-builts, and it will be necessary for JA to verify the accuracy of these documents. We will bill hourly against a not-to-exceed cost of \$3,250 for this as -built work. Presentation materials will be billed on a time and materials basis.

Regarding schedule, the City's goal is to issue the construction documents for bid in November of 2008, with construction to begin in January of 2009. Construction will ideally be completed by June 30, 2009. In order for us to meet a November bid date, it will be critical that we receive a notice to proceed by the second week of September.

I've also attached the preliminary plan for the proposed office conversion which will be used as the base plan for our work. We look forward to working with you on this project

Warm regards,



Marc Pevoto AIA
Johnston Architects pllc

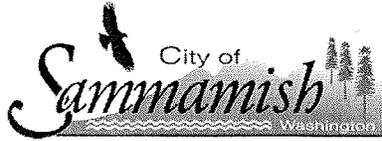


BASIC SERVICES & FEE CALCULATION		SWEEN HOUSE RENOVATION	
		22414 SE 4TH STREET	
		revised 8/20/2008	
		Page 1	
PROJECT SCOPE	SQUARE FOOTAGE	PPSF	COST
SWEEN HOUSE RENOVATION	1,800	\$167	\$300,000
Total MACC	1,800		\$300,000
Price per square foot is based on the size of the existing house & the Owner supplied budget (Not including site improvements - includes septic upgrade).			
A/E fees based on Washington State guidelines, Schedule B structure			
	13.08%		\$39,240
Percentage is based on Schedule B Building Type (Facilities with average difficulty) with a two percent increase per Guidelines for additional work related to the remodel of a structure.			
A/E Services Breakdown			
Architectural Services	11.58%		\$34,740
Structural Engineering	1.50%		\$4,500
We propose to include schematic Mechanical/Electrical drawings within the scope of the Architectural fee.			
Additional Services (Allowances)			
As-built drawings	NOT TO EXCEED		\$3,250
As-built work includes field measurements as well as drafting plans and elevations in AutoCad. Hours will be billed against this not to exceed number.			
Presentation Material		T&M	
Any work required to produce presentation material for this project would be charged on a Time & Material Basis.			
A/E Services Total			\$39,240
Additional Services Total			\$3,250
TOTAL			\$42,490
Notes:			
1. For the purposes of this cost analysis, site improvements, if applicable, shall be rolled into the PPSF number, whereas construction pricing might suggest otherwise			
2. Construction costs utilized are tentative and based on required square footage of the building and Owner supplied MACC			
3. Tasks listed below will vary as the project proceeds and are speculative in nature, not to be considered as a "shopping list"			
4. Individual breakdown of A/E fee percentages may vary upon receipt of subconsultant proposal, but the total percentage will not exceed 13.08%.			
5. JA will coordinate septic system upgrades w/ subcontractor.			

A/E Services Breakdown by Phase									
#	ITEM	%	A/E	Total	Expended	Balance	Comment		
	Schematic Design Phase	15%	\$5,886				NOTE: These phase costs are the amounts JA will use as maximum billing amounts. The detailed fee breakdowns listed below each phase may exceed these amounts due to hourly costs being rounded up to the next full hour.		
	Design Development Phase	15%	\$5,886						
	Permitting/Construction Documents Phase	47%	\$18,443						
	Bidding/Negotiation	3%	\$1,177						
	Construction Administration Phase	20%	\$7,848						
	Total A/E Services	100%	\$39,240						
#	ITEM	Hours	Ave.	Total	Expended	Balance	Comment		
	Schematic Design Phase			\$5,886	(approximate)				
	Visit Site	8	\$90	\$720	\$0	\$720			
	Detailed code analysis	2	\$90	\$180	\$0	\$180			
	Prepare first round of drawings	32	\$90	\$2,880	\$0	\$2,880			
	Coordinate septic system upgrades w/ subcontractor	8	\$90	\$720	\$0	\$720	All septic system upgrades included in 300k budget		
	Meeting to review	8	\$90	\$720	\$0	\$720			
	Prepare revised drawings	8	\$90	\$720	\$0	\$720			
	Total Proposed	66		\$5,940		\$5,940			
#	ITEM	Hours	Ave.	Total	Expended	Balance	Comment		
	Design Development Phase			\$5,886	(approximate)				
	Meeting to Review	4	\$90	\$360	\$0	\$360			
	Update code Analysis	4	\$90	\$360	\$0	\$360			
	First round consultant meetings	2	\$90	\$180	\$0	\$180			
	Update Plans	16	\$90	\$1,440	\$0	\$1,440			
	Update Elevations	16	\$90	\$1,440	\$0	\$1,440			
	Update Sections	16	\$90	\$1,440	\$0	\$1,440			
	Incorporate engineering in drawings	4	\$90	\$360	\$0	\$360			
	Develop schematic specification Matrix	4	\$90	\$360	\$0	\$360			
	Total Proposed	66		\$5,940		\$5,940			

A/E Services Breakdown							Page 3
#	ITEM	Hours	Ave.	Total	Expended	Balance	Comment
	Construction Documents Phase			\$18,443	(approximate)		
	Review and remark DD set	8	\$90	\$720	\$0	\$720	
	Engineering Meetings to resolve loose ends	4	\$90	\$360	\$0	\$360	
	Client Meeting	4	\$90	\$360	\$0	\$360	
	Detailed development of wall sections	8	\$90	\$720	\$0	\$720	
	Dimension plans, elevations, & sections	24	\$90	\$2,160	\$0	\$2,160	
	Develop interior elevations	8	\$90	\$720	\$0	\$720	
	Annotate plan details and interior elevations	16	\$90	\$1,440	\$0	\$1,440	
	Update door, window, and finish schedule	8	\$90	\$720	\$0	\$720	
	Expand window/door details	16	\$90	\$1,440	\$0	\$1,440	
	Expand interior details	8	\$90	\$720	\$0	\$720	
	Misc Additional details	16	\$90	\$1,440	\$0	\$1,440	
	Bug and cross reference	8	\$90	\$720	\$0	\$720	
	Client Meeting	4	\$90	\$360	\$0	\$360	
	Remark and Review	8	\$90	\$720	\$0	\$720	
	Refine code sheets	4	\$90	\$360	\$0	\$360	
	Process redmarks	24	\$90	\$2,160	\$0	\$2,160	
	Specifications Book	8	\$90	\$720	\$0	\$720	
	Coordinate engineering with details	8	\$90	\$720	\$0	\$720	
	Prep for Building Permit Intake	8	\$90	\$720	\$0	\$720	
	Apply for building permit	4	\$90	\$360	\$0	\$360	
	Respond to correction notices / resubmit as needed	12	\$90	\$1,080	\$0	\$1,080	JA will be responsible for all building permit related requirements, submittals & corrections for this project.
	Total Proposed	208		\$18,720	\$0	\$18,720	
A/E Services Breakdown							
#	ITEM	Hours	Ave.	Total	Expended	Balance	Comment
	Bidding/Negotiation			\$1,177	(approximate)		
	Respond to potential Bidder RFIs via Addenda	6	\$90	\$540	\$0	\$540	
	Assist in Contractor selection	6	\$90	\$540	\$0	\$540	
	Total Proposed	6		\$1,080	\$0	\$1,080	
A/E Services Breakdown							
#	ITEM	Hours	Ave.	Total	Expended	Balance	Comment
	Construction Administration Phase			\$7,848			
	Questions and RFIs	48	\$90	\$4,320	\$0	\$4,320	4 month construction time, 3 hrs a week
	Site Visits	40	\$90	\$3,600	\$0	\$3,600	10 site visits (4hr day)
	Total Proposed	88		\$7,920	\$0	\$7,920	

EXHIBIT C



TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

Corporation Partnership Government Consultant
Individual/Proprietor Other (explain)

TIN No.: 90-0258035

Social Security No.:

Print Name: MARC REVOTO

Title: PARTNER

Business Name: JOHNSTON ARCHITECTS PLLC

Business Address: 100 NE NORTHLOKE WAY, SUITE 200, SEATTLE, WA 98105

Business Phone: 206.523.6150

Date: 08.26.08

Authorized Signature (Required) [Handwritten Signature]



CITY COUNCIL AGENDA BILL

Subject:

Contract with PACE Engineers, Inc. to complete a topographical, utility, and boundary survey for the Evans Creek Preserve Phase I project site.

Meeting Date: September 2, 2008

Date Submitted: August 25, 2008

Originating Department: Parks & Recreation

Clearances:

- | | |
|---|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input checked="" type="checkbox"/> Attorney |

Action Required:

Authorize the City Manager to sign a contract with PACE Engineers, Inc. to complete a topographical utility and boundary survey for the Evans Creek Preserve Phase I site in the amount of \$33,300.

Exhibits:

1. Contract

Budgeted Amount: \$1,070,000 allocated in the 2007-08 budget for Evans Creek Preserve for master planning, and Phase I design and construction.

Summary Statement:

Evans Creek Preserve consists of roughly 179-acres of undeveloped open space. The site includes a segment of Evans Creek, large areas of wetlands, steep slopes and open meadow areas. Evans Creek Preserve is one of the largest and most complex park planning efforts undertaken by the City.

A preferred Long-Term Strategy (Plan) for Evans Creek Preserve was completed in September 2007 using the "Model Master Planning Process." Staff are currently working on revisions to Phase I aspects of the Plan and will present the "Revised" Plan to City Council in November of this year.

Additional planning work required for adoption of the Plan and the future Phase I construction project is ongoing and includes preparation for the SEPA submittal (anticipated later this year). A wetlands delineation for the Phase I site is currently underway. In addition, a topographical, utility and boundary survey is required to develop schematic and construction drawings for the Phase I construction project. The

survey will include mapping of the wetlands and ordinary high water mark of Evans Creek as delineated by others.

A Request for Proposals (RFP) was sent to ten survey firms from the Shared Procurement Portal roster. Seven survey firms responded to the RFP. Based on the project approach, work with projects of a similar nature, the experience and qualifications of staff and the ability to meet the project timeline, PACE Engineering, Inc. was selected for the project.

Completion of the SEPA review (anticipated Spring 2009) will allow the City Council to formally adopt the Plan. The Phase I construction project is anticipated to begin in late 2009.

Background:

The City purchased the 174-acre Galley property (now called Evans Creek Preserve) for \$1,500,000 in 2000. With the addition of the nearby Department of Natural Resources property, the site now totals roughly 179-acres.

Financial Impact:

The contract with PACE Engineers, Inc. for consultant services is in the amount of \$33,300. A total of \$1,070,000 is allocated in the 2007-2008 Budget for Evans Creek Preserve. This amount is intended to fund planning, and Phase I design and construction.

Recommended Motion:

Authorize the City manager to sign the contract with PACE Engineers, Inc. to complete a topographical, utility and boundary survey for the Evans Creek Preserve Phase I project site.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: PACE Engineers, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and PACE Engineers, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "___"

A sum not to exceed **\$33,300.00**

Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2009, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.
4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.
5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

Exhibit 1

7. Insurance.

- A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City.

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

Exhibit 1

- B.** The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
- 9.** **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.
- 10.** **Termination.**
- A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.
 - B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
 - C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.
 - D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.
 - E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.
- 11.** **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.
- 12.** **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
- 13.** **Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant warrants that for 2 years following termination of this contract, no officer, agent or employee of Consultant will enter into any contract or agreement with any entity that is currently engaged in litigation with the City or which is in the future engaged in or has threatened litigation with the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.
- 14.** **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.
- 15.** **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.
- 16.** **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 898-0660

Notices to the Consultant shall be sent to the following address:

Company Name PACE Engineers, Inc.
Contact Name David R. Fulton
Street Address 11255 Kirkland Way, Suite 300
City, State Zip Kirkland, WA 98033
Phone Number 425-827-2014
Email davidf@paceengrs.com

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.
19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: David R. Fulton

Title: City Manager

Title: Senior Principal Surveyor

Date: _____

Date: Aug 26, 2008

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney



Exhibit A

August 26, 2008

Anjali Myer
City of Sammamish Parks and Recreation
801 228th Ave SE
Sammamish, WA 98075

**Subject: Revised Proposal for Professional Surveying Services
Evans Creek Preserve Phase I Topographic Survey
Proposal No. P08-173**

Dear Ms. Myer,

PACE Engineers, Inc., (PACE) is pleased to submit this cost proposal for providing Professional Survey Services for the subject project. This is based on your request to conduct site surveying to prepare a topographic and utility basemap for the use in development of the property.

The scope prepared meets or exceeds the requirements interpreted from the RFP dated July 2008.

If anything in this proposal is not as you anticipated, please let us know so we can adjust it as required. The tasks, scope of work and total cost for these tasks, as we envision them, are as follows:

Area of Coverage:

The northeasterly portion of the Evans Creek Preserve as shown on the Evans Creek Preserve Survey Area.pdf included in the RFP. The approximate area of the site is 19.3 acres. We estimate that about 11 acres is open field and structures, and the remaining 8 acres is covered with heavy vegetation with a significant amount of thick blackberry vine patches.

Scope of Work:

- Conduct research in public records for survey information.
- Run control traverse as required for establishing survey control.
- Provide site mapping. Mapping will indicate 1' contours and spot elevations for all structures and/or improvements, including buildings, curbs, retaining walls, walkways, pathways, driveways, fences, utilities, signs, ditches, bridges, and culverts.
- Underground utilities will be located from surface indications, private underground locator markings and on available record information.

PACE Engineers, Inc.
Kirkland Office
11255 Kirkland Way | Suite 300 | Kirkland, WA 98033
p 425.827.2014 | f 425.827.5043

August 26, 2008
City of Sammamish
Page 2

- Wetlands and the location of Ordinary High Water (OHW) line of Evans Creek will be surveyed as flagged by others.
- Trees will be located as follows: conifers 8" or greater, deciduous 12" or greater (with D.B.H., species and drip line).
- Topographic survey will be drafted at a scale of 1"=20'.
- Property boundaries, easements and adjoining Rights-of-Way will be calculated based on a Title Report we will order covering the entire property. This document is required to provide us with easements of record for use in plotting them to the survey drawing.
- We will set a maximum of six monuments along the perimeter of mapping area.
- We will prepare and record a record of survey, in King County Records, documenting any recovered monuments and the newly set monuments.
- Horizontal datum will be NAD 83 91 Washington State Plane North Zone
- Vertical datum will be NAVD88.
- An ASCII file of the reduced survey points with Number, Northing, Easting and Elevation will be provided.
- An electronic AutoCAD file with TIN of digital terrain model for the topographic survey, including a copy of the LDD directory with files which make up the surface will be provided as well as signed hard copies.

The following services are not included in this proposal:

The location of wetlands and OHW of Evans Creek will be defined by the others.

The above scope of work and related fee has been based on the following assumptions:

Controlling monuments exist, can be readily recovered and no discrepancies are found in the record property information, current measurements or adjoining property descriptions.

We anticipate approximately 4600 feet of wetland perimeter and 180 flags to be placed along the wetlands, at roughly 25 foot intervals.

We estimate there are 100 trees to be located. Most will be conifer, the bulk of the deciduous are less the 12" dbh.

Fee Schedule

The survey will be completed on a **fixed fee basis in the amount of \$33,300.00.**

Project Schedule

We can schedule a crew for the fieldwork within a period of 1 week of notice to proceed. Delivery of drawings will be within one week of completion of the fieldwork unless unforeseen problems are encountered. Field work is anticipated to take 3-4 weeks.

August 26, 2008
City of Sammamish
Page 3

In summary, we have developed a scope of work and budget based on our present knowledge of the proposed project. We have tried to cover all aspects of the project; however, if you feel that additional areas of work require our attention or if you have any questions please do not hesitate to contact us.

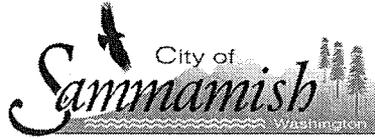
Sincerely,

PACE ENGINEERS, INC.



David R. Fulton, P.L.S.
Senior Principal Surveyor

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

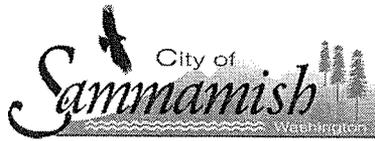
Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.	
Check # _____	Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 91-1553757

Social Security No.: _____

Print Name: David R Fulton

Title: Senior Principal Surveyor

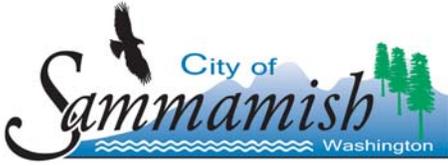
Business Name: PACE Engineers, Inc

Business Address: 11255 Kirkland Way, Kirkland WA

Business Phone: 425 827 2014

Aug 20, 2008
Date

David R Fulton
Authorized Signature (Required)



CITY COUNCIL AGENDA BILL

Subject:

Danneko Construction - Change Order #2 for Pine Lake Park - Phase II Picnic Shelters in the amount of \$1,570.69.

Meeting Date: September 2, 2008

Date Submitted: August 27, 2008

Originating Department: Parks and Recreation

Clearances:

- | | |
|---|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input type="checkbox"/> Attorney |

Action Required:

Authorize the City Manager to sign Change Order #2 for Danneko Construction for changes to the construction contract for Picnic Shelters at Pine Lake Park.

Exhibits:

1. Change Order #2

Budgeted Amount: \$1,616,400 is allocated for Phase II Improvements. This construction contract is the first of three contracts for Phase II improvements at Pine Lake Park.

Summary Statement:

Danneko Construction was awarded a contract for the construction of replacement picnic shelters at Pine Lake Park at the April 1, 2008 City Council meeting.

A change to the construction detail for the serving table (increase in width of table) and additional drainage pipe were necessary to complete this project. This change order also recognizes a credit for a barbecue grill that will not be installed.

Background:

Pine Lake Park was acquired from King County after incorporation. This project was first identified in 2002 as part of the Park Master Plan. A Phase I improvement project was completed in 2004.

Project funding for Phase II was allocated as part of the Capital Improvement Project budget for 2007-2008. Design was substantially completed in early 2008.

The construction contract for the picnic shelters (Phase IIA) was awarded at the April 1, 2008 City Council meeting in the amount of \$227,265.00 to Danneko Construction. A change order in the amount of \$2,851.71 was authorized at the May 20, 2008 City Council meeting.

A construction contract for the shoreline improvements (Phase IIB) was awarded to Ohno Construction at the July 21, 2008 Council Meeting. Construction is expected to commence in early September 2008.

Dock replacement (Phase IIC) will be the third and final part of the project. The contract for Phase IIC will be awarded at a later date.

Financial Impact:

The total amount for change order #2 is \$1,570.69. Expenses for Change Order #2 will be paid from the Pine Lake Park Phase II project budget. \$1,616,400 is allocated for Phase II Improvements in the 2007-08 budget.

Summary of Picnic Shelter Replacement (Phase IIA) Expenditures:

\$227,265.00	Original Contract
\$ 2,851.71	Change Order #1
<u>\$ 1,570.69</u>	Change Order #2
\$231,687.40	TOTAL PHASE IIA EXPENSES

Recommended Motion:

Authorize the City Manager to sign Change Order #2 in the amount of \$1,570.69 for changes to the contract with Danneko Construction to build the replacement picnic shelters at Pine Lake Park.



City of Sammamish
 801 228th Avenue SE
 Sammamish, WA 98075
 Phone: (425) 295-0500

Fax: (425) 295-0600

CONTRACT NO. C2008-119
CHANGE ORDER NO. 002

PROJECT: Pine Lake Park Phase II
 Shelter Construction

DATE: August 1, 2008

ITEM	NEW ITEM	QTY	UNIT	UNIT PRICE	DESCRIPTION	ORIGINAL AMOUNT	REVISED AMOUNT	DIFF.
		1	LS		MP #2- Deduct Barbeque Grill			-\$800.00
		1	LS		MP #3- Angle Iron/Table Width			\$1,956.00
		1	LS		MP #4- Additional Drainage Pipe			\$285.00
					WSST 9%			\$129.69
Total Change Order Cost:								\$1,570.69
Total Time Extension (Working Days):								5.0

Total Original Contract Amount	Current Contract Amount Including Previous Change Orders	This Change Order Total	Revised Contract Amount
\$227,265.00	\$230,117.00	\$1,570.69	\$231,687.69

This change order constitutes full and complete compensation for all work and costs required to perform the above-described change.

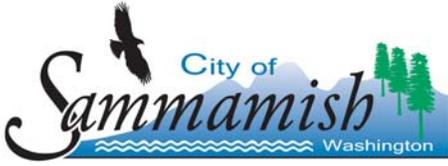
The adjusted contract price includes any applicable sales tax.

This document will become a supplement to the Contract and all provisions in the contact will apply hereto.

Unless additional working days are specifically designated in this change order, no additional working days shall be granted based on this change order.

ACCEPTED: The above prices and specifications of this Change Order are satisfactory and are hereby accepted.

Contractor Approval	Signature: _____ Gary Knesevitch, Project Manager	Date of acceptance: _____
Owner Approval City of Sammamish	Signature: _____ Mark Vysoky, Project Manager	Date: _____
	Signature: _____ Jessi Richardson, Parks and Recreation Director	Date: _____
	Signature: _____ Ben Yazici, City Manager	Date: _____



CITY COUNCIL AGENDA BILL

Subject:

Amendment to contract with Makers architecture + urban design

Meeting Date: September 2, 2008

Date Submitted: August 28, 2008

Originating Department: Community Development

Clearances:**Action Required:**

Approve Contract Amendment

City Manager Police

Public Works Fire

Building/Planning Attorney

Exhibits:

1. Supplemental Amendment Form
2. Amended Scope of Work

Budgeted Amount: Part of the \$573,000 Community Development Professional Services 2008 Budget

Summary Statement:

Makers currently has a contract with the City to perform tasks associated with the Town Center subarea plan process and that contract amount needs to be amended to include the planned 2008 activity that was budgeted in the adopted 2007-2008 budget. This request for an additional \$32,000 contract amendment will amend the total contract amount to \$364,574.

The \$32,000 will be funded from the approved 2008 Community Development Professional Service Budget.

Background:

Sufficient budget authority was provided in the 2007/2008 budget for this amended contract amount.

Financial Impact: None

Recommended Motion:

Approve contract amendment.

Scope of Work for Sammamish Town Center Development Regulations

September 2, 2008

Purpose: To develop draft regulations and review process recommendations for Sammamish Town Center, including zoning code amendments, design guidelines and mixed use node master planning procedures.

Tasks:

1. Make final changes to Town Center Plan per City Council action. NOTE: The budget also includes printing costs for the plan up to \$2,900.
2. Attend kick off meeting with City staff to discuss issues, project elements, schedule and format.
3. Outline preliminary regulatory framework identifying what issues are handled by what regulatory component and the type of process for each component.
4. Meet with staff to discuss and determine direction.
 - *Product: Draft regulatory framework describing content and format for the regulatory provisions and a schematic review process proposal for each element. (Along with recommendations for integrating all the review processes so that they do not duplicate effort or extend review period)*
5. Refine framework and present to the Planning Commission.
 - *Product: Refined regulatory framework describing content and format for the regulatory provisions and a schematic review process proposal for each element.*
6. Based on staff and Planning Commission input, refine the zoning standards and present to the Planning Commission.
 - *Product: Draft zoning provisions for the Town Center. (Note does not include provisions for public works standards or environmental review (E.g. SEPA compliance))*
7. Based on staff and Planning Commission input, refine the design guidelines and present to the Planning Commission.
 - *Product: Draft design guidelines for the Town Center, including recommendations for a design review process.*
8. Based on staff and Planning Commission input, refine the mixed use node master planning provisions and present to the Planning Commission.

Exhibit #2

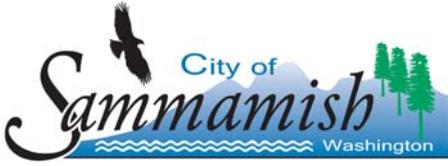
- *Product: Draft master planning regulations, design criteria, and review process recommendations for mixed use nodes in the Town Center.*
9. Up to two additional Planning Commission meetings to review/refine zoning, design guidelines, and master planning provisions.
 10. Refine the regulatory proposal, including code standards, guidelines and master planning process based on Planning Commission direction.
 - *Product: Refined zoning code standards, guidelines and master plan review process.*
 11. Present draft zoning regulations, design guidelines, and master planning provisions to City Council.

Assumptions

- **Meetings.** Assumes participation in up to five Planning Commission Meetings and one City Council meeting. Three meetings with staff are referenced herein. An additional meeting with staff may also be included with the hours budgeted for both Tasks 5 (zoning) and 6 (design guidelines).
- **Drafts.** The budget includes hours only for the draft documents noted in this scope of work herein. Additional drafts that may be requested will require additional budget.
- **Graphics.** These regulatory documents will mostly employ existing Town Center Plan graphics and other photograph examples. Some new graphics will likely be needed. These will be relatively simple illustrations that can be accommodated within the proposed budget.

Budget

	HOURS			AMOUNT
	Partner @ \$140	Staff @ \$85	Bill Trimm @ \$100	
1. Finalize Town Center Plan		6		\$500
2. Kickoff meeting	6		3	\$1,140
3. Outline preliminary framework	8		2	\$1,320
4. Meet with staff to set direction	6		3	\$1,140
5. Refine the regulatory framework and present to Planning Commission	14			\$1,960
6. Refine zoning standards				
a. Draft section parallel to SMC 21.A	14	20		\$3,660
b. Review and revise	6	6	8	\$2,150
c. Present to Planning Commission	4			\$560
7. Prepare design guidelines				
a. Review and edit	14		4	\$2,360
b. Prepare master plan design guidelines	12	12		\$2,700
c. Illustrate and produce	12	32		\$4,400
d. Present to Planning Commission	6			\$840
8. Design master planning process				
a. Review and edit	8		4	\$1,520
b. Prepare initial draft	12			\$1,680
c. Review and revise	16			\$2,240
d. Present to Planning Commission	4			\$560
9. One additional Planning Commission meeting to review/refine zoning, design guidelines, and master planning provisions	4		4	\$960
10. Refine the regulatory proposal based on Planning Commission Direction	14	10		\$2,810
11. Present regulatory proposal to City Council	6			
TASK SUBTOTAL	166	80	28	\$32,500
Town Center Plan printing costs				\$2,900
TOTAL	318	160	51	\$35,400



CITY COUNCIL AGENDA BILL

Subject:
 244th Avenue Improvements Project, Contract
 Amendment for Additional Design Services

Meeting Date: September 2, 2008

Date Submitted: August 27, 2008

Originating Department: Public Works

Clearances:

Action Required:
 Authorize the City Manager to execute the attached
 Contract Amendment, which increases the existing
 contract scope and amount with H.W. Lochner for
 additional design services

- | | |
|---|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input checked="" type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input type="checkbox"/> Attorney |

Exhibits:
 1. Supplemental Agreement, Amendment #6

Budgeted Amount: \$16,202,263 (Total Remaining Project Budget)

Summary Statement:

This contract amendment will increase the contract authorization with H.W. Lochner, Inc. for project design services by \$55,203 to a total authorization of \$1,819,664. This authorization will be used to provide additional design support services, including a revision of the East Main Drive roundabout design, a new private driveway design associated with the Right of Way negotiations at the Alventia property, illumination design revisions, continued support in property acquisition and bid support.

The original East Main Drive roundabout design required substantial right of way acquisition from a number of properties. Staff was asked to revisit the roundabout design in response to resident objections to this property acquisition. City staff tasked H.W. Lochner with finding a solution that would significantly reduce the private property takes, while maintaining a high-degree of functionality and safety at the intersection. Staff also tasked the engineering design firm Reid-Middleton to independently examine the intersection, as a peer review. The result of these independent efforts was the recommendation of an Urban Compact roundabout with a smaller radius and a slower

design speed, yet suitable for WB 40 the anticipated truck traffic expected to use 244th Avenue SE. The revised roundabout design eliminates property acquisition from residents on two corners, and reduces property acquisition from the third resident significantly, from approximately 306 square feet to 115 square feet. Reduced property acquisition and construction cost savings are estimated at \$110,000. Staff has scheduled an Open House on September 11th for residents to explore the new roundabout design and learn how it will reduce travel speeds and increase intersection safety for pedestrians, bicyclists and motorists.

The need to design a new private driveway opposite NE 3rd is the result of property acquisition negotiations with the owner, Mr. Alvendia.

Illumination design revisions will utilize existing infrastructure as much as possible, limiting new pole installations to those required for safety, for a construction savings estimated at \$150,000.

These new design elements are expected to be completed in September 2008.

Staff has applied for a Transportation Improvement Board (TIB) Grant in the amount of \$3,000,000 and will delay advertising the project until the TIB project selection is complete in the end of November 2008. The project construction start date is now anticipated to be in early 2009.

Background:

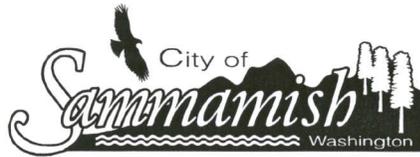
In January 2005, Public Works entered into a contract with H.W. Lochner, Inc. for design services on the 244th Avenue Improvements Project in the amount of \$1,201,797. On November 11th 2006, Council authorized a supplemental agreement for bridge design services in the amount of \$470,066. On December 18th 2007, Council authorized a supplemental agreement in the amount of \$92,598 for wetland mitigation design services and related property acquisition and geotechnical services. This new authorization will be used for post design support services in the amount of \$55,203, bringing the total contract authorization to \$1,819,664.

Financial Impact:

Cost for this additional design, and the overall project cost estimate, is within the programmed budget for this project. The construction cost savings that will be realized by these design modifications are estimated to be in excess of \$260,000.

Recommended Motion:

Authorize the City Manager to execute the attached Contract Amendment for additional design services in an amount not to exceed \$55,203 and increasing the contract amount for 244th Avenue design services with H.W. Lochner, Inc. to a maximum not to exceed amount of \$1,819,664.



SUPPLEMENTAL AGREEMENT

Amendment Number: 6	Date: September 2, 2008
Project: 244 th Avenue Improvements	City Project number: 438-416-595-40-63-00 340-112-595-10-63-00
Consultant: H.W. Lochner, Inc.	Contract Number: C2005-104

The City of Sammamish desires to amend the agreement with H.W. Lochner, Inc. for the 244th Avenue Improvements project. All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to this agreement are described as follows:

Additional Design Support Services on the 244th Avenue Improvements: NE 8th Street to SE 8th Street project. Tasks to be performed (not to exceed \$55,203) are as described in Exhibit A, Additional Design Support Services dated August 20, 2008, and also Exhibit D, Supplement – Additional Design Support.

PAYMENT shall be amended in accordance with the consultant fee determination attached and as summarized as follows:

Original Contract Amount:	Current Contract Amount	Estimated Net Change This Amendment	Estimated Contract Total After Change
\$1,201,797	\$1,764,761	\$55,203	\$1,819,664
 H.W. Lochner, Inc.		Approved:	
Date <u>08-27-08</u>		_____ City of Sammamish	_____ Date

13.0 ADDITIONAL DESIGN SUPPORT SERVICES

The Consultant shall provide additional design support services for the 244th Avenue Improvement Project to the City of Sammamish consisting of the following tasks:

- Coordinate design of bridge railing aesthetic feature
- redesign of illumination plans to reduce construction costs
- design Alventia driveway access
- redesigning the intersection of E Main Street to reduce right-of-way impacts
- ongoing permitting and utility support
- modification of plans and specification in preparation for advertising to bidders,
- responding to bidder inquiries and making necessary plan and specification changes via addenda,

13.1: Project Management

Consultant shall maintain liaison and coordination with the Engineer. As part of the Administration, the Consultant shall provide a monthly status report attached to each project invoice as basis for payment.

It is assumed that:

- The bid preparation and ad period duration will last 2 months.

Deliverables:

- Monthly project status report (2 assumed).
- Monthly billing invoice (2 assumed).

13.2: Additional Design Support Services

13.2.1 – Bridge Art The consultant will assist the city in coordination of bridge wall design component

13.2.2 – Illumination redesign to reduce construction costs

Redesign of the Illumination includes revision of pole spacing and fixture type. The redesign will reuse the existing light poles from Windsor Drive to E. Main Drive. The poles will be relocated. The PSE owned poles will be verified and appropriate note applied or removed from sheets. In addition, the lighting simulation and calculations will be redone.

13.2.3 – Alventia Driveway redesign revisions

Design of a property access driveway including retaining wall, guardrail or railing, and a water service line. This task does not include stormwater collection or conveyance facilities.

13.2.4 – E. Main Place Intersection Design Revisions

The Consultant will prepare modification of plans and specification and the redesign of the intersection of E Main Street prior to bid award. The redesign includes revision to the following plan sheets: Site preparation and erosion control; roadway plans and profiles; splitter island details; storm drainage plans and profiles; channelization and signing plans; illumination plans; and intersection plans.

13.2.5 – Permitting and Utility Support

The Consultant will assist the city in coordinating utility relocations along the project length. Temporary and permanent relocations of gas, electricity, cable television, telephone, water, and sewer force main are expected.

The Consultant will assist the city in securing King County grading and right-of-way permits by providing exhibits and technical support. Revision of the Stormwater technical information report is not anticipated.

13.3: Bid Assistance

The Consultant will provide assistance during the bidding process for this project. This work will include the preparation of responses to bidder's questions and preparing addenda as required. For budgeting purposes, up to 2 addenda will be assumed. Consultant shall also prepare the bid summary tabs to be used by the city.

The Consultant will also review the bids with the City and prepare a tabulation of the bids.

13.3.1 Response to Bidders Questions & Summary of Questions: The Consultant will be available during the bidding process to answer questions regarding the PS&E. Consultant will provide a summary of the questions and how they were answered to be available for all the contractors.

13.3.2 Prepare Addenda: The Consultant will prepare required addenda to clarify questions during the bidding period. The addenda may include revised plan sheets.

Deliverables:

- Written responses to bidder's questions.
- Up to 2 addenda packages.
- Bid Summary Tabs

EXHIBIT D
244th Avenue Improvements: NE 8th Street to SE 8th Street

SUMMARY OF PROJECT COSTS
H. W. LOCHNER, INC.

Supplement - Additional Design Support

Classification	Direct Salary Cost	Total Hours	Direct Salary	Total Costs
Project Principal		0	\$ -	
Sr. Project Manager	\$ 53.85	52	\$ 2,800	
Sr. Project Manager (QA/QC)		0	\$ -	
SR. Environmental Manager		0	\$ -	
Senior Project Engineer	\$ 56.04	56	\$ 3,138	
Senior Traffic Engineer	\$ 42.80	40	\$ 1,712	
Senior Civil Engineer	\$ 44.88	74	\$ 3,321	
Structural Engineer	\$ 48.73	44	\$ 2,144	
Design Engineer II		0	\$ -	
Design Engineer I	\$ 26.47	140	\$ 3,706	
CAD Technician (Technical Support)	\$ 29.00	76	\$ 2,204	
Administrative Assistant	\$ 17.73	6	\$ 106	
Salary Costs:		488	\$	19,132
Escalation for work in future years				
			\$ -	\$ -
Adjusted Salaries			\$	19,132
Overhead @ 170.48%:				
			\$	32,616
Fixed Fee @ 6%:				
			\$	3,105
Total HWL Labor Cost:				
			\$	54,853
Direct Reimbursables:				
Travel:			\$	50
Reproduction:			\$	300
Communications				
Other Costs				
Reimbursables Subtotal:			\$	350
Firm Total: H.W. Lochner, Inc.				
			\$	55,203
Subconsultants:				
Envirolssues, Inc.	\$ -			
GeoEngineers, Inc.	\$ -			
Lane and Associates, Inc.	\$ -			
Appraisal Group of the Northwest, Inc.	\$ -			
Penhallegon Associates Consulting Engrs.	\$ -			
Osborne Pacific Group, Inc.	\$ -			
Shannon and Wilson	\$ -			
AMEC				
Subtotal for Subconsultants:			\$	-
Management Reserve				
TOTAL LOCHNER TEAM AMOUNT - SUPPLEMENT 4				
			\$	55,203

**EAST SAMMAMISH/244TH CORRIDOR STUDY
244TH AVENUE IMPROVEMENTS: NE 8TH STREET TO SE 8TH STREET
LOCHNERS' DIRECT EXPENSES**

Travel									
		One way	Total						
	Trips	Distance	Miles	Unit Cost	Total Cost				
Travel to Project Site	2	25	100	\$ 0.505	\$ 51				
					\$ 51	Say	\$	50	
Reproduction									
	copies	pages	total pages	Unit Cost					
11x17 black/white	10	150	1,500	\$ 0.20	\$ 300.00				
					\$ 300	Say	\$	300	
Field Equipment/Laboratory Testing									
Misc. field equipment				\$ 20.00	\$ -				
Laboratory testing				\$ 35.00	\$ -				
					\$ -	Say	\$	-	
Misc. expenses									
Photos				\$ 15.00	\$ -				
CADD				\$ 15.00	\$ -				
					\$ -	Say	\$	-	
Subcontractors									
Drilling					\$ -				
Private Utility Locate					\$ -				
					\$ -	Say	\$	-	
TOTAL - DIRECT EXPENSES								\$	350



STUDY SESSION NOTES

Study Session June 10, 2008

Mayor Lee Felling opened the study session of the Sammamish City Council at 6:30 pm.

Public Comment:

Topics:

- **Community Survey Results**
- **Presentation: Municipal Finances by the Association of Washington Cities**
- **2009/2010 Budget Retreat Information**
- **Discussion: Parks Bond Financing**
- **Discussion: Final Review Parks 6-Year Capital Improvement Plan**

Close Study Session

9:25 pm



Study Session

June 12, 2008

Mayor Lee Felling opened the meeting of the Sammamish City Council at 5:30 pm.

City Manager Ben Yazici outlined the financial issues facing the city.

- Revenues were decreased by \$3 million when the car tab initiative was passed
- Cost of Living Allowances for staff (3.5% on 2008) and other expenses are increasing faster than revenues (1% in 2008)
- Over 60% of the city's operating revenue is from property tax
- The city inherited \$245 million in infrastructure deficits
- Since incorporation the city has increased the infrastructure. Increased infrastructure also increases costs in maintaining the facilities as well as continuing to build new infrastructure
- Projections show the by 2017 our expenditures will surpass our revenues (*Crossover Point*) based on projected CPI increases
- The city has a very low ratio of staff to residents now, 1.8 employees per 1,000 so reduction in staff is not a viable option

The City has basically three options to reduce the impending deficit: (1) abandon core principles, (2) spend less (3) increase revenues

Assistant City Manager Lyman Howard explained some potential revenue options:

- Levy lid lift (requires voter approval)
- Business & Occupation Tax
- Utility Tax
- Second half of the Real Estate Excise Tax

After the staff presentation Council discussed different options for raising revenues and decreasing expenses. Deputy Mayor Gerend asked if revenues could be increased by assuming the two water and sewer districts in the city. Councilmember Whitten said she is against any new tax until the city is closer to the Crossover Point. Councilmember Cross suggested that the city could save money by reducing some of the capital projects. Mayor Felling ended the discussion with this consensus item:

While the City Council acknowledges that there is a financial structural problem, they want a better projection of what expenses are going to be, and it is premature to discuss new revenue option.

Close Study Session

9:25 pm

COUNCIL  **MINUTES**

**Regular Meeting/Study Session
July 15, 2008**

Mayor Lee Felling called the regular meeting of the Sammamish City Council to order at 6:30 pm.

Councilmembers present: Mayor Lee Felling (arrived 7:05pm), Deputy Mayor Don Gerend, Councilmembers Jack Barry, Kathleen Huckabay, Michele Petitti (arrived 7:10 pm) and Nancy Whitten.

Councilmembers absent: Councilmember Mark Cross

Staff present: City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Administrative Services Director Mike Sauerwein, City Attorney Bruce Disend, and City Clerk Melonie Anderson.

Roll Call/Pledge

Roll was called. Councilmember Huckabay led the pledge.

Public Comment - none

Approval of Agenda

MOTION: Councilmember Whitten moved to amend the agenda by removing Item #4 Approval for Position Reclassification from the Consent Agenda. Councilmember Cross seconded. Motion carried unanimously 4-0.

Proclamations/Presentations - None

Consent Calendar

- Payroll for pay period ending June 30, 2008 for pay date July 3, 2008 in the amount of \$240,992.24

Approval: Claims for period ending July 14, 2008 for Check No. 21182 through Check No. 21326 in the amount of \$952,183.95

Resolution: Granting Final Plat Approval to Windsor Fields II (aka McClure)

Interlocal Agreement: Human Services Shared Funding Pool/Bellevue

Approval: Minutes for July 1, 2008 Regular Meeting/Study Session

MOTION: To approve consent calendar. Motion carried unanimously 4-0.

Approval: Position Reclassification

City Manager Ben Yazici gave the staff report

MOTION: Councilmember Huckabay moved to authorize the City Manager to reclassify the position. Councilmember Whitten seconded. Motion carried unanimously 4-0.

Public Hearing

Resolution: Adopting An Updated Six-Year Transportation Improvement Plan For 2009-2014

Public Works Director John Cunningham introduced the Six Year Transportation Plan. Senior Transportation Engineer Jeff Brauns gave the staff report. (A Powerpoint Presentation is available on the city's website at www.ci.sammamish.wa.us)

MOTION: Councilmember moved to approve the resolution adopting the 2009-2014 Six Year Transportation Improvement Plan. Councilmember seconded. Motion carried

Public Hearing opened at 7:00 pm

Tom Melling, 1307 E Beaver Lake Drive, He was happy to see that the project to connect Beaver Lake Drive and Belvedere Avenue has been removed from the TIP list. He encouraged the Council to consider adding bike lanes to secondary roads.

George Taylor 2423 225 Avenue NE, He rides the 216 bus and asked if there could be an earlier bus schedule. Trying to get through the school traffic is very difficult. He requested this issue be addressed.

John Galvin, 432 228th Avenue SE, He was happy to hear the discussions about increasing options for transportation other than just building more roads. He believes that young people need encouragement to get out of their cars. The city must develop a multi-faceted program to encourage living, shopping and working locally.

Public Hearing closed at 7:05.

MOTION: Deputy Mayor Gerend moved to approve the resolution. Councilmember Barry seconded. Motion carried 4-1-1 with Councilmember Huckabay dissenting and Councilmember Whitten abstaining.

Councilmember Whitten expressed concern over the fact that the Eastlake Sammamish Parkway project remained in the plan.

Unfinished Business-None

New Business

Ordinance: First Reading Providing For The Submission To The Voters Of The City At A Special Election To Be Held In Conjunction With The State General Election On November 4, 2008, Of A Proposition Authorizing The City To Issue Its General Obligation Bonds, For The Purpose Of Paying A Part Of The Cost Of The Acquisition, Development, Construction And Improvement Of Park, Recreation And Athletic Facilities, In The Principal Amount Of No More Than \$19,000,000, Payable By Annual Property Tax Levies To Be Made In Excess Of Regular Property Tax Levies, As More Particularly Set Forth Herein.

Ordinance: First Reading Relating To Regular Property Taxes; Providing For The Submission To The Qualified Electors Of The City At A Special Election Held In Conjunction With The State General Election On November 4, 2008, Of A Proposition Authorizing The City To Levy Regular Property Taxes In Excess Of The Limitations Of Ch. 84.55 RCW; Setting Forth The Text Of The Ballot Proposition; Directing Proper City Officials To Take Necessary Actions; And Providing For Other Properly Related Matters.

Parks and Recreation Director Jessi Richardson gave the staff report and a PowerPoint presentation explaining the reasons for the parks bond and levy lid lift request. (Presentation is available at the city's website at www.ci.sammamish.wa.us). As part of this presentation Daniel Johnson, CEO of the Boys and Girls Club, explained the partnership between the City and the Boys and Girls Club to remodel the old Library building into a Community Center.

Councilmember Barry wants some assurances before next week that there will be a good process in place to ensure this bond has a very good chance of passing. He is concerned about explaining to the voters the connection between the bond and the levy. He feels they will need more convincing to pass the levy.

Councilmember Whitten is very pleased with the project list for the bond. It offers equity between the north and south ends of the city. It offers programs for different segments of the community. She is very supportive of the bond but questions whether there is enough time to sell the bond before the November election. She also feels that voters need to understand that, even though they vote for this bond, they may still see an increase in taxes in the near future. She will not be in attendance at next week's meeting when this ordinance will come back for a second reading.

Mayor Felling echoed Councilmember Whitten's concern over whether there is enough time to get information out to help pass this bond. He feels all of the Councilmembers will have to spend a great deal of personal time to accomplish this goal.

This is the first reading for both of these ordinances. No action is required.

Council Reports

Deputy Mayor Gerend attended the Suburban Cities Public Involvement Subcommittee and the Puget Sound Regional Transit and the Eastside Transportation Partnership meetings last week.

City Manager Report

City Attorney Bruce Disend explained the laws regarding elected officials participation in relation to the passage of items that are on the ballot. They may support and engage in political activities in support or opposition of an issue on the ballot so long as they do not use any city funds, resources or facilities for those activities. Public employees are subject to the same limitations. The City may provide fair, factual and unbiased information regarding ballot measures. They are prohibited from advocating for a particular issue using city resources.

Executive Session – Personnel pursuant to RCW 42.30.110(1)(g).

Council retired to Executive Session at 8:20 pm and returned at 9:00 pm. No action was taken.

Open Study Session

- Update: Shoreline Master Plan
-

Close Study Session

Meeting adjourned at 10:30 pm

Melonie Anderson, City Clerk

Lee Felling, Mayor

COUNCIL  **MINUTES**

Special Meeting
August 18, 2008

Councilmembers present: Deputy Mayor Don Gerend, Councilmembers Jack Barry, Kathleen Huckabay, and Nancy Whitten.

Staff present: City Manager Ben Yazici, Deputy City Manager Pete Butkus, Public Works Director John Cunningham, Community Development Director Kamuron Gurol, Parks & Recreation Director Jessi Richardson, Deputy City Clerk Stacy Herman.

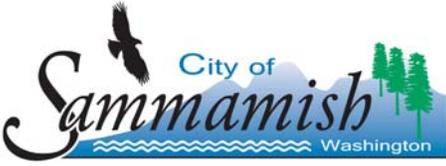
The Special Meeting began at 3:00 p.m.

The purpose of calling a special meeting was that four or more members of the Sammamish City Council would be in attendance, resulting in a quorum.

Presentation:

Dan Burden: Consultant Dan Burden made a presentation on Town Center Walkability. He presented a PowerPoint Presentation (*Available on the City's website www.ci.sammamish.wa.us and is also available in the Clerk's Office upon request*) demonstrating walkability in Town Center areas.

Meeting adjourned at 5:00 pm



CITY COUNCIL AGENDA BILL

Subject:

Interlocal Agreement between the City of Redmond and the City of Sammamish for Park Property Transfer along the Lake Sammamish Waterfront (Sammamish Landing)

Meeting Date: September 2, 2008

Date Submitted: August 27, 2008

Originating Department: Parks and Recreation

Action Required:

Authorize the City Manager to sign the Interlocal Agreement with the City of Redmond for the transfer of five parcels of waterfront property located along Eastlake Sammamish Parkway.

Clearances:

- | | |
|---|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Police |
| <input type="checkbox"/> Public Works | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Building/Planning | <input checked="" type="checkbox"/> Attorney |

Exhibits:

1. Interlocal Agreement
2. Legal Description of Parcels
3. Map of Sammamish Landing Parcels

Budgeted Amount: N/A

Summary Statement:

Between 1995 and 1999 the City of Redmond purchased five parcels (2.36 acres) in unincorporated King County along Eastlake Sammamish Parkway (see attached map). At the time these parcels were in Redmond's planning area and the intention was to develop the properties as a waterfront park. The properties are now within the jurisdiction of the City of Sammamish. The Cities of Redmond and Sammamish have been negotiating the transfer of these properties to the City of Sammamish, and an Interlocal Agreement has been prepared for this purpose.

Background:

The City of Redmond and the City of Sammamish have the common vision of developing a waterfront park in this area of the lake. Sammamish acquired almost 1,500 linear feet of shoreline and King County has also acquired adjacent BNSF Railroad right-of-way for

trail development. The combination of all the publically owned parcels will create a substantial public green space along the Lake Sammamish waterfront.

Interlocal Agreement:

The following are the major terms of the agreement between the two cities:

- *Park Use*—The property shall be used only for park, open space, trail and other recreation purposes. Sammamish will be responsible for all maintenance.
- *As Is*—Sammamish accepts the property “As Is.”
- *Grant Agreements*—Redmond purchased some of the parcels with grant funds. Redmond assigns the rights and obligations to Sammamish, and Sammamish agrees to comply with all conditions.
- *Consideration*—Sammamish agrees to develop a park within ten years. The park may include beach access, a trailhead, and parking. Redmond residents shall be allowed access and charged the same fees as Sammamish residents, if charged for activities. Sammamish will not be required to pay any money to Redmond.
- *Signage*—A permanent sign will be constructed on the property which acknowledges participation of both cities.

A Master Planning process for Sammamish Landing is currently underway and is expected to be complete in 2009.

Financial Impact:

There will be no transfer of funds between the two cities. The City of Sammamish will be responsible for closing costs.

The City of Sammamish will assume responsibility for developing (funding) Sammamish Landing Park within 10-years as specified in the Interlocal Agreement. Phase I Development of Sammamish Landing is included in the Park Bond, which is on the November 4, 2008 ballot. Maintenance and operations funding for this park is included in the Parks Levy Lid Lift, also on the November 4, 2008 ballot.

Recommended Motion:

Motion authorizing the City Manager to sign the Interlocal Agreement with the City of Redmond for the transfer of five parcels of waterfront property located along Eastlake Sammamish Parkway.

INTERLOCAL AGREEMENT BETWEEN SAMMAMISH AND REDMOND FOR TRANSFER AND DEVELOPMENT OF PARK PROPERTY

THIS AGREEMENT is entered into between the City of Sammamish (“Sammamish”) and the City of Redmond (“Redmond”), municipal corporations of the State of Washington, for the purposes hereafter mentioned.

RECITALS

A. Redmond is the owner of certain parcels of real property located on and adjacent to East Lake Sammamish Parkway and more particularly described on Exhibit A attached to this Agreement and incorporated herein by this reference as if set forth in full. Redmond purchased the parcels in the 1990s for the project then known as the City of Redmond’s East Lake Sammamish Waterfront Park.

B. Since Redmond’s purchase of the parcels, the City of Sammamish has incorporated and the parcels owned by Redmond are now located within Sammamish. Sammamish has expressed a desire to acquire the parcels from Redmond for use as a park and Redmond has agreed to transfer the parcels to Sammamish so that the parties’ joint vision of providing a park that can be used by residents of both cities and that can provide access to recreational trails and the shoreline of Lake Sammamish can be realized.

C. The parties now wish to set forth their agreements concerning the transfer and development of the East Lake Sammamish Waterfront Park property in writing.

AGREEMENT

IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to provide the terms and conditions under which Redmond will transfer its interest in the parcels of real property described on Exhibit A to Sammamish, as well as the manner in which the parties’ joint vision of a public park on said property will be realized.

2. **Redmond to Transfer Property to Sammamish.** Redmond agrees to transfer the parcels of real property described on Exhibit A to Sammamish within thirty (30) days after this Agreement is signed by both parties. Title shall be conveyed by Quit Claim Deed, upon the express condition that the parcels shall be used only for park, open space, trail, and other recreation purposes. Sammamish has inspected and knows the condition of the parcels and agrees to accept the same in “AS IS, WHERE IS” condition, including, without limitation, the existence or non-existence of any substance or material regulated as a hazardous substance, hazardous waste, toxic substance, pollutant or contaminant under any federal, state, or local law or regulation, including but not limited to the Model Toxics Control Act, RCW 70.105D. Redmond does not make and

specifically disclaims any and all warranties, express or implied, including any warranties as to title, merchantability or fitness for any purpose or regarding the presence or absence of hazardous materials, dangerous wastes, or contamination of any kind on the said parcels. Sammamish agrees that Redmond shall have no liability for, and that Sammamish hereby waives, releases and has no recourse against Redmond for, any deficiency or defect of any kind related to the said parcels, including but not limited to, claims for contribution against Redmond under the Model Toxics Control Act or any other state, federal, or local law, regulations, or ordinance relating to environmental contamination, without regard to whether such defect or deficiency was discovered or discoverable by Redmond or Sammamish prior to the conveyance.

3. Grant Agreements. Redmond purchased some of the parcels described on Exhibit A with grant funds from the 1993 King County Conservation Futures Acquisition Program and the 1989 King County Open Space Bond. Redmond entered into interlocal agreements with King County providing for receipt of the grant funds, expenditure of the grant funds for the parcels described on Exhibit A, and restricting the use of the parcels consistent with the purposes of the Conservation Futures and Open Space Bond programs. Redmond hereby assigns to Sammamish, and Sammamish hereby agrees to accept, Redmond's rights and obligations under the interlocal agreements between Redmond and King County regarding the Conservation Futures and Open Space Bond funds. Sammamish agrees to comply with all terms and conditions set forth in said agreements as they affect the parcels described on Exhibit A and agrees to indemnify, hold harmless, and defend Redmond, its officers, agents, and employees, from and against any and all claims that any action of Sammamish after conveyance of the parcels is in violation of said interlocal agreements.

4. Consideration. Sammamish shall not be required to pay any money to Redmond for the parcels described on Exhibit A. The consideration for conveyance of the parcels is Sammamish's agreement to abide by the terms and conditions of this interlocal agreement and Redmond and Sammamish agree that Sammamish's commitments herein constitute true and full value for Redmond's conveyance of the parcels and that Redmond's conveyance of the parcels constitutes true and full value for Sammamish's commitments herein. Sammamish agrees to pay all closing costs and recording fees necessary to effect the transfer of the parcels to Sammamish.

5. Duration of Agreement. This Agreement shall take effect upon signature by both parties and shall remain in effect for as long as Sammamish shall own the parcels described on Exhibit A.

6. Sammamish to Develop and Open Park. Sammamish is currently engaged in a master planning process for development of the parcels described on Exhibit A as a park. Potential uses under discussion are beach access, a trailhead and associated parking for the East Lake Sammamish Waterfront Trail and other potential parks, open space, and recreation uses. Sammamish agrees to complete its master planning process and to use its best reasonable efforts to develop the park according to the master plan ultimately chosen and open the same to public use by September 1, 2018. All design and

development of the park shall be at Sammamish's sole cost and expense. The cities recognize the challenges of municipal finance and the costs of waterfront development. The cities also commit to the goal of developing a public park on Lake Sammamish, and agree to work together towards that end. To insure success, the cities agree to meet no later than Sept 1, 2013 to review progress Sammamish has made to open the property for public access. If Sammamish is unable to open the property for public access by September 1, 2017 the cities will meet to determine the steps needed to prevent the property being returned to the City of Redmond. If the park is not opened for public use by September 1, 2018, Sammamish will deed the property back to Redmond without charge by December 31, 2018 and will pay all costs of doing so.

7. Use of Park by Redmond Residents. Redmond residents shall be allowed access to and use of the park to the same extent as Sammamish residents. There shall be no admission fee charged for entry to the park, and in the event that Sammamish imposes any fee for specific activities engaged in on the park property, Redmond residents shall not be charged any fee that is greater than that charged to residents of Sammamish.

8. Maintenance of Park. Upon transfer of the parcels described on Exhibit A from Redmond to Sammamish, all maintenance and repair of such parcels and any improvements thereon shall be the sole responsibility and at the sole cost and expense of Sammamish. Sammamish shall have sole responsibility for the maintenance, operation, and repair of any park improvements made to the property by Sammamish and any and all appurtenances thereto.

9. Signage. Redmond and Sammamish shall agree on a permanent sign to be located on the parcels described on Exhibit A which acknowledges the participation of both parties in providing the park for the public.

10. Administration. No separate legal entity is created by this Agreement. This Agreement shall be jointly administered by the Parks and Recreation Directors of Redmond and Sammamish.

11. No Joint Property. The parties do not intend to acquire any joint property or assets in connection with this Agreement. Once the parcels described on Exhibit A are conveyed by Redmond to Sammamish, sole ownership of the parcels shall be in Sammamish, subject only to the conditions set forth in the deed and this Agreement. All improvements to be made by Sammamish to the parcels described on Exhibit A shall be the sole property of Sammamish and Redmond shall have no ownership or other interest in the same.

12. No Joint Venture. The parties do not intend to create any partnership or joint venture by entering into this Agreement. The sole purpose of this Agreement is to establish the terms and conditions under which Redmond is transferring the parcels described on Exhibit A to Sammamish.

13. Indemnity.

A. Redmond agrees to indemnify, hold harmless, and defend Sammamish, its elected and appointed officials and employees from and against any and all claims, actions, sites, liability, loss, costs, expenses, and damages of any nature whatsoever, (i) that are caused by or result from a negligent act or omission of Redmond, its elected or appointed officials or employees, and (ii) that arise from events related to the parcels described on Exhibits A prior to the transfer of the property to Sammamish, except to the extent that indemnifying, defending, and holding Sammamish harmless is limited by Section 2 above.

B. Sammamish agrees to indemnify, hold harmless, and defend Redmond, its elected and appointed officials and employees from and against any and all claims, actions, sites, liability, loss, costs, expenses, and damages of any nature whatsoever, (i) that are caused by or result from a negligent act or omission of Sammamish, its elected or appointed officials or employees, and (ii) that arise from events related to the parcels described on Exhibits A after the transfer of the property to Sammamish, except to the extent that indemnifying, defending, and holding Redmond harmless is limited by Section 2 above..

14. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the transfer, development, and use of the parcels described on Exhibit A and supersedes any and all prior discussions and understandings. This Agreement may be amended only be written instrument executed by both parties.

15. Filing. As provided in RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.

EFFECTIVE AS OF the last date set forth below.

CITY OF SAMMAMISH

CITY OF REDMOND

City Manager Ben Yazici
Dated: _____

Mayor John Marchione
Dated: _____

ATTEST/AUTHENTICATED:

ATTEST/AUTHENTICATED:

City Clerk Melonie Anderson

City Clerk Michelle McGehee

APPROVED AS TO FORM

City Attorney Bruce Disend

APPROVED AS TO FORM:

City Attorney James E. Haney

Exhibit A

East Lake Sammamish Waterfront Park Property

Property 1.

King County Recording Number: 9412161365
Grantor: Magnussen, Jon
Parcel Number: 1825069106 (was 9054)
Project Name: East Lake Sammamish Waterfront Park (ELSWP)

Property 2.

King County Recording Number: 9412150297
Grantor: Kittel, Howard
Parcel Number: 1825069091
Project Name: East Lake Sammamish Waterfront Park (ELSWP)

Property 3.

King County Recording Number: 9604030243
Grantor: Waln
Parcel Number: 1825069107
Project Name: East Lake Sammamish Waterfront Park (ELSWP)

Property 4.

King County Recording Number: 9711240352
Grantor: Braly and Hines (aka Butler property)
Parcel Number: 1825069076
Project Name: East Lake Sammamish Waterfront Park (ELSWP)

Property 5.

King County Recording Number: 9903302002
Grantor: Norquist
Parcel Number: 1825069086
Project Name: East Lake Sammamish Waterfront Park (ELSWP)

EXHIBIT "A"

That portion of Government Lots 4 and 5 in Section 18, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the Southeast corner of said Section 18, thence N 56°04'09" W 2293.51 feet to a concrete monument used as the Southeast corner of the Quackenbrush property as recorded under Auditor's File No. 1252239; thence N 11°28'45" W 148.93 feet; thence S 56°46'00" W 139.48 feet to the TRUE POINT OF BEGINNING; thence continue S 56°46'00" W 178.71 feet to the Easterly right-of-way margin of East Lake Sammamish Parkway (Redmond-Issaquah Road) as conveyed to King County by deeds recorded under recording numbers 304837, 301838, 267766 and 2681595; thence S 38°24'22" E along said road margin 175.44 feet; thence N 48°23'15" E 138.30 feet to a point which bears S 23°39'37" E from the TRUE POINT OF BEGINNING; thence N 23°39'37" W 156.76 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO an easement for ingress, egress and utilities over, under, across, through and upon a strip of land 12.00 feet in width lying Southeasterly of, parallel with and contiguous to the Northwestern line thereof.

(The bearings shown in this description are based on K.C.A.S. Meridian).

Said easement shall be binding upon the current owner(s) of record of the above described property and their successors and assigns and shall be for the benefit of the current owners of record their heirs, successors, and assigns of the property known as Tax ID # 182506-9054-01 or 4354 East Lake Sammamish Parkway.

9412161365

DESCRIPTION OF SECOND CLASS SHORE LANDS

That portion, if any, of the Second Class Shore Lands which lies Southwesterly of the Burlington Northern Railroad right-of-way and which lies between the Southwesterly extensions of the Northwesterly and Southeasterly boundary lines of the following described tract:

That portion of Government Lots 4 and 5 in Section 18, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the Southeast corner of said Section 18, thence N 56°04'09" W 2293.51 feet to a concrete monument used as the Southeast corner of the Quackenbrush property as recorded under Auditor's File No. 1252239 and the TRUE POINT OF BEGINNING; thence N 11°28'45" W 148.93 feet; thence S 56°46'00" W 318.19 feet to the Easterly right-of-way margin of East Lake Sammamish Parkway (Redmond-Issaquah Road) thence S 38°24'22" E along said road margin 175.44 feet to a point which bears S 48°23'15" W from the TRUE POINT OF BEGINNING; thence N 48°23'15" E 249.84 feet to the TRUE POINT OF BEGINNING.

(The bearings shown in this description are based on K.C.A.S. Meridian)

LEGAL DESCRIPTION:

THAT PORTION OF GOVERNMENT LOTS 4 AND 5 IN SECTION 18, TOWNSHIP 25 NORTH, RANGE 6 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 18;
 THENCE NORTH 56 DEGREES 04 MINUTES 09 SECONDS WEST 2,293.51 FEET TO A CONCRETE MONUMENT USED AS THE SOUTHEAST CORNER OF THE QUACKENBUSH PROPERTY, AS RECORDED UNDER RECORDING NO. 1252239;
 THENCE NORTH 11 DEGREES 28 MINUTES 45 SECONDS WEST 148.93 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE CONTINUING NORTH 11 DEGREES 28 MINUTES 45 SECONDS WEST 129.95 FEET TO A POINT WHICH BEARS SOUTH 11 DEGREES 28 MINUTES 45 SECONDS EAST AND A DISTANCE OF 253.87 FEET FROM A CONCRETE MONUMENT USED AS THE NORTHEAST CORNER OF SAID QUACKENBUSH PROPERTY;
 THENCE SOUTH 56 DEGREES 46 MINUTES 00 SECONDS WEST 377.28 FEET TO THE NORTHERLY MARGIN OF THE REDMOND-ISSAQUAH ROAD AS CONVEYED TO KING COUNTY BY DEEDS RECORDED UNDER RECORDING NOS. 304837, 301838, 267766 AND 2681595;
 THENCE SOUTH 38 DEGREES 24 MINUTES 22 SECONDS EAST ALONG SAID NORTHEASTERLY MARGIN 121.19 FEET;
 THENCE NORTH 56 DEGREES 46 MINUTES 00 SECONDS EAST 318.19 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION, IF ANY, OF THE SECOND CLASS SHORE LANDS, WHICH LIES BETWEEN THE SOUTHERLY EXTENSIONS OF THE NORTHWESTERLY AND SOUTHEASTERLY BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT AND LYING SOUTHWESTERLY OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

9412150297

EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL A:

The second class shorelands lying in front of the following described premises:

That portion of Government Lot 4 in Section 18, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows Beginning 1,387.7 feet north and 2,288.2 feet west of the southeast section corner of Section 18, Township 25 North, Range 6 East, W.M., in King County, Washington;

thence north 20°00'00" west 50.16 feet to the TRUE POINT OF BEGINNING;

thence north 20°00'00" west 50.16 feet;

thence south 74°36'00" west 177.1 feet;

thence southeasterly along county road to a point bearing south 74°36'00" west of the TRUE POINT OF BEGINNING;

thence north 74°36'00" east 162.9 feet to the TRUE POINT OF BEGINNING.

PARCEL B:

The shorelands of the second class situate in front of said tract and lying between the southwesterly extensions of the northerly and southerly boundary lines of the following described tract:

That portion of Government Lot 4, Section 18, Township 25 North, Range 6 East, W.M., in King County, Washington, bounded and described as follows:

Beginning at a point 1,387.7 feet north and 2,288.2 feet west of the southeast corner of said Section 18 which point of beginning is marked by an iron pipe embedded in the ground;

thence north 20°00' west 50.16 feet;

thence south 74°36' west 162.9 feet more or less to the northeasterly margin of right-of-way of county road;

thence southeasterly along said northeasterly road margin to a point from which the point of beginning bears north 74°36' east;

thence north 74°36' east 145.4 feet more or less to the point of beginning.

PARCEL C:

The second class shorelands lying in front of the following described parcel:

That portion of Government Lots 4 and 5, Section 18, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at a point marked by an iron pipe imbedded in the ground that is 1,387.7 feet north and 2,287.2 feet west of the southeast corner of said Section 18;

thence north 74°36'00" west 24.0 feet;

thence south 30°03'15" east 83.28 feet;

thence south 55°33'45" west a distance of 143.34 feet, more or less, to the northeasterly margin of the Redmond-Issaquah Road;

thence northwesterly along said margin to a point of intersection with a line which bears south 74°36'00" west of the true point of beginning;

thence north 74°36'00" east a distance of 142.53 feet, more or less, to the TRUE POINT OF BEGINNING;

EXCEPT any portion of said shorelands lying within railroad right-of-way.

9604030243

Exhibit "A"

That portion of the northerly 500 feet of Government Lot 4,
Section 18, Township 25 North, Range 6 East, W.M., in King County,
Washington, lying westerly of Northern Pacific Railway right-of-way;

TOGETHER WITH second class shoreline abutting, adjacent to, or in
front of.

9711240352

EXHIBIT A
LEGAL DESCRIPTION

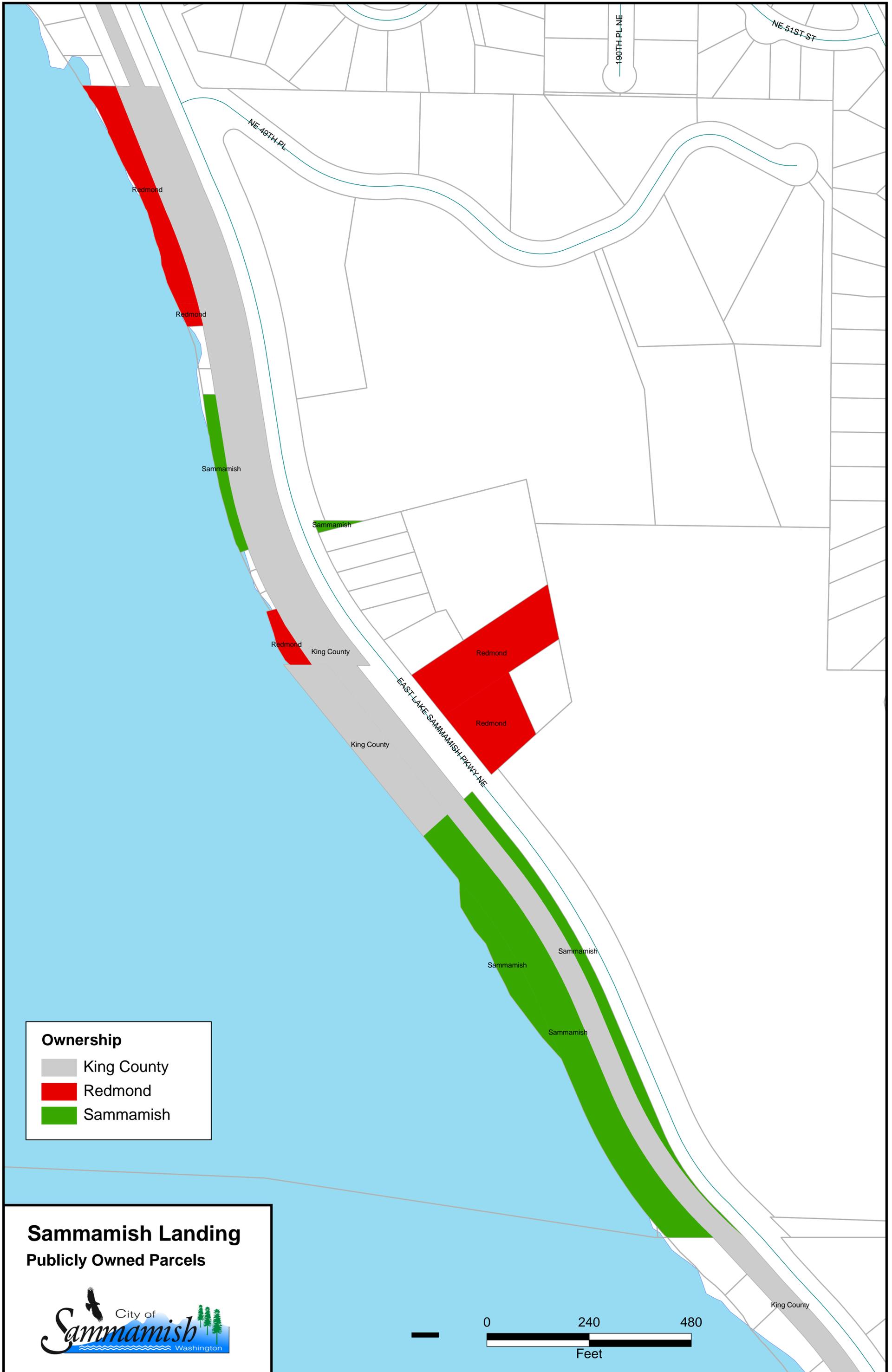
That portion of the south 50 feet of the north 550 feet of Government Lot 4, Section 18, Township 25 north, Range 6 east, W.M., in King County, Washington, lying westerly of the Northern Pacific Railway right-of-way.

TOGETHER WITH second class shorelands adjoining.

TOGETHER WITH an easement for ingress, egress and utilities over the easterly 15 feet of that portion of the north 500 feet of said Government Lot 4, lying westerly of said right-of-way.



9903302002



Ownership

-  King County
-  Redmond
-  Sammamish

**Sammamish Landing
Publicly Owned Parcels**

